

LA VISTA CITY COUNCIL MEETING AGENDA

October 18, 2016

7:00 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 Awards – Rose Barcal – 15 years; Terry Foster, Dennis Dinan – 10 years

All matters listed under item A and B, 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 October 4, 2016 City Council Meeting
3. Monthly Financial Report – August 2016
4. Request for Payment – Upstream Weeds – Professional Services – Stormwater Outreach - \$1,575.00
5. Request for Payment – Kissel/E&S Associates – Legislative Services - \$10,566.22
6. Request for Payment – MBC Construction – Construction Services - \$135,041.34
7. Resolution – Change Order No. 2 – NL & L Concrete, Inc. - City Parking District Access Improvements – Intersection Modifications
8. Resolution – Change Order No. 5 – MBC Construction Co. – City Parking District Access Improvements – Portside Parkway
9. Approval of Claims.

- Reports from City Administrator and Staff

B. Zoning Text Amendments –Transitional Agriculture (TA) District

1. Public Hearing
2. Ordinance – Amend Section 5.05

C. PUD Site Plan Approval – Lot 9, Southport East Replat Six (NE of Southport Pkwy & Giles Rd)

1. Public Hearing
2. Resolution

D. Application for Future Land Use Map Amendment – Rezoning and Preliminary Plat – Tax Lot 4 EXC S 1551.37 Ft & EXC ROW 23-14-11 (SW of 144th & Giles Road)

1. Public Hearing
2. Resolution – Approve FLUM Amendment
3. Ordinance – Approve Rezoning
4. Resolution – approve Preliminary Plat

E. Application for Replat & Subdivision Agreement – Lot 11A, Mayfair 2nd Addition Replat One (NE of 99th Street & Hillcrest Plaza)

1. Resolution – Approve Replat
2. Resolution – Approve Subdivision Agreement

F. Application for Rezoning – Lot 8, Val Vista Replat Four (NE of Chandler Road & Chandler Circle)

1. Public Hearing
2. Ordinance

G. Resolution – Contract Award Demolition & Site Preparation – Mixed Use Redevelopment Project Area (Action on this item will be taken by the La Vista Community Development Agency)

H. Resolution – Design and Construction Phase Engineering Agreement for Public Improvement Redevelopment Project – 84th St. Redevelopment Area

I. Resolution – Public Improvement Redevelopment Project Area Interlocal Agreement with Metropolitan Utilities District – Water Main Extensions

J. Resolution – Cox Franchise agreement

- K. Approval of a Class I Liquor License – SLK Events and Entertainment Inc. dba Pinot's Palette
 - 1. Public Hearing
 - 2. Resolution
- L. Resolution - Approval of Addition to Area of Liquor License – Patriarch Distillers LLC dba Patriarch Distillers
 - Comments from the Floor
 - Comments from Mayor and Council
 - 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 five minutes. We ask for your cooperation in order to provide for an organized meeting.

MINUTE RECORD

A-2

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

LA VISTA CITY COUNCIL MEETING October 4, 2016

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on October 4, 2016. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Director of Public Works Soucie, Director of Administrative Services Pokorny, Finance Director Miserez, Library Director Barcal, Recreation Director Stopak and Assistant Public Works Director/City Engineer Kottmann.

A notice of the meeting was given in advance thereof by publication in the Times on September 21, 2016. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

SERVICE AWARD – STEVE WALTER – 25 YEARS

Steve Walters was not able to attend to accept his 25 year service award. Mayor Kindig recognized him and it will be presented to him at a later date.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE SEPTEMBER 20, 2016 CITY COUNCIL MEETING
3. APPROVAL OF THE MINUTES OF THE SEPTEMBER 15, 2016 PLANNING COMMISSION MEETING
4. REQUEST FOR PAYMENT – FELSBURG HOLT & ULLEVIG – PROFESSIONAL SERVICES – NEBRASKA MULTI SPORTS COMPLEX
-\$3,406.27
5. REQUEST FOR PAYMENT – ANDERSON EXCAVATING CO. – CONSTRUCTION SERVICES – THOMPSON CREEK CHANNEL REHABILITATION GROUP B – CHANNEL RECONSTRUCTION
\$41,681.24
6. REQUEST FOR PAYMENT - TERRACON CONSULTANTS, INC. – PROFESSIONAL SERVICES – ENVIRONMENTAL HAZARD INSPECTION – CITY CENTRE – MIXED USE REDEVELOPMENT PROJECT - \$8,150.00
7. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – THOMPSON CREEK PHASE 1
\$3,020.56
8. REQUEST FOR PAYMENT - OLSSON & ASSOCIATES – PROFESSIONAL SERVICES – CITY CENTRE – MIXED USE REDEVELOPMENT PROJECT - \$26,561.15
9. REQUEST FOR PAYMENT – YANO'S NURSERY – MAINTENANCE SERVICES – THOMPSON CREEK MAINTENANCE - \$5,000.00
10. APPROVAL OF CLAIMS

ACTION BATTERIES, maint.	\$439.90
ALAMAR UNIFORMS, apparel	\$447.99
ALUMINUM ATHLETIC EQUIP CO, services	\$12,330.00
AMERICA'S FENCE, bld&gmnds	\$110.38
ASPHALT & CONCRETE MATERIALS, maint.	\$255.49
BARONE SECURITY SYSTEMS, services	\$120.00
BAUER BUILT TIRE, maint.	\$8,004.88
BEACON BUILDING, services	\$5,812.00
BERNAN, books	\$42.00

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BISHOP BUSINESS EQUIP, services	\$1,622.19
BLACK HILLS ENERGY, utilities	\$1,695.20
BRODART CO, supplies	\$230.87
BUILDERS SUPPLY CO, bld&grnds	\$86.80
CENTER POINT PUBLISHING, books	\$302.58
CENTURY LINK BUSN SVCS, phones	\$56.65
CENTURY LINK, phones	\$844.55
CHRIS MADDEN, services	\$2,238.58
CITY OF OMAHA, services	\$179,528.46
CITY OF PAPILLION, services	\$159,395.42
CLASS C SOLUTIONS GROUP, supplies	\$488.66
COMP CHOICE INC, services	\$262.50
CONRECO INC, bld&grnds	\$34.00
CONVERGE ONE INC, services	\$1,654.78
CORNHUSKER INTL TRUCKS, maint.	\$762.50
CULLIGAN OF OMAHA, bld&grnds	\$63.50
DAIKIN APPLIED, bld&grnds	\$14,958.00
DANIEL S KRAFT, services	\$50.00
DATASHIELD CORP, services	\$39.50
DEARBORN NATIONAL LIFE INS CO, services	\$4,337.80
DEMCO INC, supplies	\$600.36
DH WIRELESS SOLUTIONS, services	\$2,303.38
DIGITAL ALLY INC, maint.	\$3,495.00
DILLON BROS HARLEY DAVIDSON, maint.	\$604.77
DITCH WITCH OF OMAHA, maint.	\$52.40
DULTMEIER SALES, services	\$10.73
DXP ENTERPRISES INC, maint.	\$48.45
EDGEWEAR SCREEN PRINTING, apparel	\$88.00
EN POINTE TECH SALES, services	\$3,126.36
FILTER CARE, maint.	\$117.75
FITZGERALD SCHORR BARMETTLER, services	\$34,083.10
FOCUS PRINTING, services	\$646.00
FRED PETERSON, maint.	\$250.00
G I CLEANER & TAILORS, services	\$510.85
GRAINGER, apparel	\$17.14
GREENKEEPER CO INC, bld&grnds	\$1,014.38
H & H CHEVROLET LLC, maint.	\$293.87
HANEY SHOE STORE, apparel	\$323.33
HEARTLAND PAPER, supplies	\$152.00
HEARTLAND TIRES AND TREADS, maint.	\$987.60
HEIMES CORP, bld&gmnds	\$229.25
HERITAGE CRYSTAL CLEAN LLC, services	\$634.29
HOLSTEIN'S HARLEY DAVIDSON, maint.	\$170.95
HOME DEPOT, supplies	\$145.79
INDUSTRIAL SALES CO, bld& grnds	\$1,706.12
INGRAM LIBRARY SERVICES, books	\$3,684.48
INLAND TRUCK PARTS, maint.	\$67.45
INTERNATIONAL CODE COUNCIL, supplies	\$149.00
INTERNATIONAL CODE COUNCIL, services	\$135.00
J & J SMALL ENGINE, services	\$495.61
JOHN PATRICK, services	\$50.00
JOHNSTONE SUPPLY CO, supplies	\$91.08
KRIHA FLUID POWER CO INC, maint.	\$128.60
KUBOTA OF OMAHA, maint.	\$132.63
LA VISTA COMM FOUNDATION, payroll	\$60.00
LAKELAND ENGINEERING EQUIP CO, services	\$36.20
LEXIS NEXIS, books	\$362.31
LIBRARY IDEAS LLC, media	\$14.50
LOGAN CONTRACTORS SUPPLY, maint.	\$3,359.63
LOGAN SIMPSON DESIGN INC, services	\$4,286.22

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LOVELAND GRASS PAD, maint.	\$65.80
LUKASIEWICZ, BRIAN, supplies	\$225.00
MAX I WALKER UNIFORMS, services	\$816.81
MENARDS-RALSTON, bld&grnds	\$1,430.22
METRO LANDSCAPE MATERIALS, bld&grnds	\$2,240.00
MID CON SYSTEMS INC, bld&grnds	\$323.70
MIDLANDS LIGHTING & ELECTRIC, bld&grnds	\$114.93
MIDWEST TAPE, media	\$58.23
MIDWEST TURF & IRRIGATION, bld&grnds	\$31.07
MIKE YOST, refund	\$72.00
MNJ TECHNOLOGIES, services	\$436.00
MOBOTREX MOBILITY, services	\$1,114.12
MSC INDUSTRIAL SUPPLY CO, services	\$4,414.82
MUD, utilities	\$7,032.87
N L & L CONCRETE, services	\$39,549.38
NAT'L EVERYTHING WHOLESALE, supplies	\$398.29
NEBRASKA SALT & GRAIN CO, maint.	\$3,361.26
NETWORK CRAZE TECHNOLOGIES INC, services	\$338.11
NLA/NEMA CONFERENCE, services	\$130.00
NMC EXCHANGE LLC, maint.	\$1,531.60
OCLC INC, media	\$129.42
ODEY'S INC, bld&grnds	\$445.20
OFFICE DEPOT INC, supplies	\$359.60
OLSSON ASSOC, services	\$33,793.52
OMAHA COMPOUND CO, supplies	\$31.80
OMAHA SLINGS INC, services	\$325.81
OMAHA WORLD-HERALD, services	\$5,385.59
OMNIGRAPHICS INC, books	\$81.85
ONE CALL CONCEPTS, services	\$290.16
PAPILLION LA VISTA SCHL DISTR, services	\$11,510.00
PAYFLEX SYSTEMS, services	\$251.55
PETTY CASH, services	\$86.11
PLAINS EQUIPMENT GROUP, maint.	\$1,024.89
QP ACE HARDWARE, bld&grnds	\$468.10
QUALITY AUTO REPAIR & TOWING, services	\$75.00
QUALITY BRANDS OF OMAHA, supplies	\$156.35
RAINBOW GLASS & SUPPLY, maint.	\$137.95
RDG PLANNING & DESIGN, services	\$1,287.40
READY MIXED CONCRETE CO, maint.	\$2,217.98
REFIELD & CO, supplies	\$200.00
RETRIEVEX, services	\$125.61
ROTELLA'S ITALIAN BAKERY, supplies	\$44.27
SAPP BROS PETROLEUM INC, maint.	\$1,963.76
SARPY COUNTY CHAMBER, services	\$100.00
SCHEMMER ASSOCIATES INC, services	\$1,260.80
SCHOLASTIC LIBRARY PUBLISHING, books	\$497.90
SHAMROCK CONCRETE CO, maint.	\$1,295.60
SNAP-ON INDUSTRIAL TOOL, supplies	\$240.46
SPENCER FANE LLP, services	\$10,883.00
SPRINT, services	\$763.27
STANDARD HEATING & A/C, services	\$2,271.40
SUBSURFACE SOLUTIONS, supplies	\$67.00
TED'S MOWER SALES, maint.	\$1,054.30
THEATRICAL MEDIA, services	\$5,352.00
THOMPSON DREESSEN & DORNER, services	\$4,442.95
TIGHTON FASTENER & SUPPLY INC, services	\$271.51
TRACTOR SUPPLY, bld&grnds	\$39.99
TRADE WELL PALLET INC, bld&grnds	\$900.00
UNITED PARCEL, services	\$27.94
UNITED SEEDS INC, bld&grnds	\$180.00

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VERIZON WIRELESS, phones	\$258.72
WAL-MART, supplies	\$2,094.56
WILLIAM J IMIG, services	\$1,000.00
WOODHOUSE LINCOLN, maint.	\$861.39

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

REPORTS FROM CITY ADMINISTRATOR AND STAFF

Police Chief Lausten had Captain Waugh and Officer Brown introduce the Mayor's youth council.

B. CITIZEN ADVISORY REVIEW COMMITTEE – EDP REPORT

1 PUBLIC HEARING

At 7:09 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Citizen Advisory Review Committee – EDP Report. Jeff Schovanic gave an overview of the report.

At 7:12 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

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

Councilmember Sheehan introduced and moved to adopt Resolution No.16-124; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF A REVISED FINAL PLAT FOR LOTS 1 THRU 7, BRENTWOOD CROSSING, LOTS 8B & 8C, BRENTWOOD CROSSING REPLAT NO.1, LOTS 8A1, 8A2, 8A3 & 8A4, BRENTWOOD CROSSING REPLAT NO. 2, AND PORTIONS OF TAX LOT 12, 14-14-12, TO BE REPLATTED AS LOTS 1 THRU 17 AND OUTLOTS A THRU C, LA VISTA CITY CENTRE, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, The final plat of Lots 1 thru 7, Brentwood Crossing, Lots 8B and 8C, Brentwood Crossing Replat No. 1, Lots 8A1, 8A2, 8A3 and 8A4, Brentwood Crossing Replat No. 2, and portions of Tax Lot 12, 14-14-12 as La Vista City Centre Subdivision was approved by City Council on July 19, 2016; and

WHEREAS, La Vista City Centre LLC, on behalf of the owners of the above described piece of property, desires revisions to the final plat primarily to provide for replatting in phases. Several other minor changes are also made as described in the staff report for this agenda item; and

WHEREAS, the City Engineer has reviewed the proposed revisions; and

WHEREAS, on September 15, 2016, the La Vista Planning Commission reviewed the revised final plat and recommended approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the revised final plat presented at this meeting for Lots 1 thru 7, Brentwood Crossing, Lots 8B & 8C, Brentwood Crossing Replat No. 1, Lots 8A1, 8A2, 8A3 and 8A4, Brentwood Crossing Replat No. 2, and portions of Tax Lot 12, 14-14-12, to be replatted as Lots 1 thru 17 and Outlots A thru C, La Vista City Centre, a subdivision located

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in the southwest quarter of Section 14, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located southeast of 84th Street and Summer Drive, be, and hereby is, approved.

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

D. RESOLUTION – APPLICATION FOR SUBDIVISION AGREEMENT, LOTS 1-17 AND OUTLOTS A-C, LA VISTA CITY CENTRE (SE OF 84TH & SUMMER DRIVE)

Councilmember Frederick introduced and moved to adopt Resolution No.16-125; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING SUBDIVISION AGREEMENT REVISIONS FOR LOTS 1 THRU 17 AND OUTLOTS A THRU C, LA VISTA CITY CENTRE SUBDIVISION.

WHEREAS, the City Council on October 4, 2016, by Resolution No. 16-124 did approve revisions to the La Vista City Centre Subdivision, among other things, to provide for replatting in phases, subject to any conditions set forth in said resolution ("Conditions"); and

WHEREAS, the Subdivider, La Vista City Centre, LLC, has agreed to execute a Subdivision Agreement with revisions primarily to reflect planned replatting of the La Vista City Centre Subdivision in phases.

NOW THEREFORE, BE IT RESOLVED, that the revised Subdivision Agreement for the La Vista City Centre Subdivision as presented at this meeting of the City Council ("Subdivision Agreement") be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute same on behalf of the City, subject to (i) such additions, subtractions, or modifications as that the City Administrator or City Engineer may determine necessary or appropriate; and (ii) satisfaction of the Conditions, as referenced in the recitals above and incorporated herein by reference.

BE IT FURTHER RESOLVED, that the Mayor or City Administrator, in addition to any otherwise authorized persons, shall be authorized to take all actions on behalf of the City as he or she determines necessary or appropriate to carry out the actions approved in this Resolution, including, without limitation, executing and carrying out the revised Subdivision Agreement.

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

E. RESOLUTION – 84TH STREET REDEVELOPMENT AREA REVISED REDEVELOPMENT CONTRACT – MIXED USE REDEVELOPMENT PROJECT (ACTION ON THIS WILL BE TAKEN BY THE LA VISTA COMMUNITY DEVELOPMENT AGENCY)

Mayor Kindig stated that action on this item will be taken by the La Vista Community Development Agency.

Councilmember Sell introduced and moved to adopt Resolution No.16-126; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE MAYOR ON BEHALF OF THE AGENCY TO ACCEPT REDEVELOPMENT CONTRACT REVISIONS, 84TH STREET REDEVELOPMENT AREA

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

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WHEREAS, The Agency by Resolution No. 16-093 at the August 16 City Council meeting approved the Redevelopment Agreement as presented at that meeting as part of the redevelopment contract proposal of La Vista City Centre, LLC ("City Centre Redeveloper").

WHEREAS, Minor revisions to the Redevelopment Agreement are proposed in form and content presented at this meeting primarily to accommodate replatting of the mixed use redevelopment project in phases ("Redevelopment Contract").

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

1. Recitals above are incorporated into this resolution by this reference.
2. Findings and determinations of Resolution No. 16-093, subject to changes by the revised Redevelopment Contract, are hereby ratified, affirmed and approved.
3. Revisions to the Redevelopment Contract, and such Redevelopment Contract as revised, are hereby approved.
4. The Mayor on behalf of the Agency is authorized to execute and accept the revised Redevelopment Contract, subject to any additions, subtractions or modifications as the City Administrator determines necessary or advisable.
5. Actions approved in this Resolution shall be subject to satisfaction of any conditions of Resolution No. 16-093 that have not been resolved.
6. The Mayor, City Clerk, or City Administrator, or his or her designee, in addition to and not in limitation of any other authority otherwise granted, shall be authorized to take all actions on behalf of the Agency as necessary or appropriate to carry out the Redevelopment Contract, as revised, or actions approved herein.

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

F. APPROVAL OF A CLASS D LIQUOR LICENSE – COSTCO WHOLESALE CORPORATION DBA COSTCO WHOLESALE 1237

1 PUBLIC HEARING

At 7:17 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the approval of a Class D Liquor License – Costco Wholesale Corporation dba Costco Wholesale 1237

At 7:18 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

Councilmember Quick introduced and moved to adopt Resolution No.16-127; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS D LIQUOR LICENSE APPLICATION FOR COSTCO WHOLESALE CORPORATION DBA COSTCO WHOLESALE 1237 IN LA VISTA, NEBRASKA.

WHEREAS, Costco Wholesale Corporation dba Costco Wholesale 1237, 12515 Portside Parkway, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class D 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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class D Liquor License application submitted by Costco Wholesale Corporation dba Costco Wholesale 1237, 12515 Portside Parkway, La Vista, Sarpy County, Nebraska.

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

G. APPROVAL OF A CLASS D LIQUOR LICENSE – N K CORPORATION DBA FOOD & FUELS R US

1 PUBLIC HEARING

At 7:19 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the approval of a Class D Liquor License – N K Corporation dba Food & Fuels R Us.

At 7:20 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

Councilmember Sell introduced and moved to adopt Resolution No.16-128; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS D LIQUOR LICENSE APPLICATION FOR N K CORPORATION DBA FOOD & FUELS R US IN LA VISTA, NEBRASKA.

WHEREAS, N K Corporation dba Food & Fuels R Us, 6912 South 110th Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class D Liquor License, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class D Liquor License application submitted by N K Corporation dba Food & Fuels R Us, 6912 South 110th Street, La Vista, Sarpy County, Nebraska.

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

H. EXECUTIVE SESSION - STRATEGY SESSION-POTENTIAL REAL ESTATE ACQUISITION

Mayor Kindig announced that there would not be Executive Session.

COMMENTS FROM THE FLOOR

A La Vista Citizen spoke to the City Council regarding the city golf course. He would like to see it stay.

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COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig gave an update on legislation for the next session.

At 7:28 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Crawford. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 18TH DAY OF OCTOBER, 2016

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eleven months ending August 31, 2016
92% of the Fiscal Year 2016

	<u>Budget</u> (12 month)	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
REVENUES					
General Fund	\$ 13,740,132	\$ 2,673,579	\$ 13,725,928	\$ (14,204)	100%
Sewer Fund	3,855,950	159,201	2,856,762	(999,188)	74%
Debt Service Fund	4,308,605	866,991	4,302,848	(5,757)	100%
Lottery Fund	1,308,472	78,673	1,213,614	(94,858)	93%
Golf Fund	227,053	38,059	215,548	(11,505)	95%
Economic Development Fund	1,186,839	-	1,186,573	(266)	100%
Off Street Parking Fund	45	-	4	(41)	9%
Redevelopment Fund	1,557,696	213,258	1,884,803	327,107	121%
Total Revenues	26,184,792	4,029,761	25,386,080	(798,712)	97%
EXPENDITURES					
General Fund	14,753,100	1,162,483	12,080,118	(2,672,982)	82%
Sewer Fund	3,821,457	240,222	2,565,403	(1,256,054)	67%
Debt Service Fund	4,207,535	30,740	3,563,915	(643,620)	85%
Lottery Fund	684,906	29,745	544,930	(139,976)	80%
Golf Fund	357,543	31,188	279,323	(78,220)	78%
Economic Development Fund	2,006,427	-	2,000,300	(6,127)	100%
Off Street Parking Fund	613,547	3,887	462,288	(151,259)	75%
Redevelopment Fund	537,500	80,221	190,607	(346,893)	35%
Total Expenditures	26,982,015	1,578,486	21,686,884	(5,295,131)	80%
REVENUES NET OF EXPENDITURES					
General Fund	(1,012,968)	1,511,096	1,645,810	2,658,778	-162%
Sewer Fund	34,493	(81,021)	291,359	256,866	845%
Debt Service Fund	101,070	836,251	738,933	637,863	731%
Lottery Fund	623,566	48,928	668,684	45,118	107%
Golf Fund	(130,490)	6,871	(63,775)	66,715	49%
Economic Development Fund	(819,588)	-	(813,727)	5,861	99%
Off Street Parking Fund	(613,502)	(3,887)	(462,284)	151,218	75%
Redevelopment Fund	1,020,196	133,037	1,694,196	674,000	166%
Revenues Net of Expenditures	(797,223)	2,451,275	3,699,196	4,496,419	-464%
Capital Improvement Program Fund					
REVENUES	1,937,100	-	1,005,539	(931,561)	52%
EXPENDITURES	30,847,780	879,223	2,563,853	(28,283,927)	8%
REVENUES NET OF EXPENDITURES	(28,910,680)	(879,223)	(1,558,314)	27,352,366	5%
TRANSFERS IN & BOND PROCEEDS	28,910,680	638,600	638,600	(28,272,080)	2%
Net Activity	-	(240,623)	(919,714)	(919,714)	0%

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eleven months ending August 31, 2016
92% of the Fiscal Year 2016

	<u>Budget</u> (12 month)	<u>MTD</u> Actual	<u>YTD</u> Actual	<u>Over(under)</u> Budget	<u>% of budget</u> <u>Used</u>
TRANSFERS IN & BOND PROCEEDS					
General Fund	70,663	70,663	70,663	-	100%
Sewer Fund				-	0%
Debt Service Fund	11,839,145	-	2,001,858	(9,837,287)	17%
Capital Improvement Program Fund	28,910,680	638,600	638,600	(28,272,080)	2%
Lottery Fund				-	0%
Golf Fund	125,000	-	-	(125,000)	0%
Economic Development Fund	600,000	600,000	600,000	-	100%
Off Street Parking Fund	615,000	615,000	615,000	-	100%
Redevelopment Fund	15,000,000			(15,000,000)	0%
Transfers In	<u>57,160,488</u>	<u>1,924,263</u>	<u>3,926,121</u>	<u>(53,234,367)</u>	<u>7%</u>
TRANSFERS OUT					
General Fund	(1,265,000)	(1,238,621)	(1,238,621)	26,379	98%
Sewer Fund	(50,000)	-	-	50,000	0%
Debt Service Fund	(12,333,489)	(460,491)	(460,491)	11,872,998	4%
Capital Improvement Program Fund	-	-	-	-	0%
Lottery Fund	(1,461,999)	(225,152)	(225,152)	1,236,847	15%
Golf Fund				-	0%
Economic Development Fund	-	-	-	-	0%
Off Street Parking Fund	-	-	-	-	0%
Redevelopment Fund	(15,550,000)	-	-	15,550,000	0%
Transfers Out	<u>(30,660,488)</u>	<u>(1,924,264)</u>	<u>(1,924,264)</u>	<u>28,736,224</u>	<u>6%</u>
NET TRANSFERS & BOND PROCEEDS					
General Fund	(1,194,337)	(1,167,958)	(1,167,958)	26,379	98%
Sewer Fund	(50,000)	-	-	50,000	0%
Debt Service Fund	(494,344)	(460,491)	1,541,367	2,035,711	-312%
Capital Improvement Program Fund	28,910,680	638,600	638,600	(28,272,080)	2%
Lottery Fund	(1,461,999)	(225,152)	(225,152)	1,236,847	15%
Golf Fund	125,000	-	-	(125,000)	0%
Economic Development Fund	600,000	600,000	600,000	-	100%
Off Street Parking Fund	615,000	615,000	615,000	-	100%
Redevelopment Fund	(550,000)	-	-	550,000	0%
Bond Proceeds	<u>26,500,000</u>	<u>(1)</u>	<u>2,001,857</u>	<u>(24,498,143)</u>	<u>8%</u>
NET ACTIVITY					
General Fund	(2,207,305)	343,138	477,852	2,685,157	-22%
Sewer Fund	(15,507)	(81,021)	291,359	306,866	-1879%
Debt Service Fund	(393,274)	375,760	2,280,300	2,673,574	-580%
Capital Improvement Program Fund	-	(240,623)	(919,714)	(919,714)	0%
Lottery Fund	(838,433)	(176,224)	443,532	1,281,965	-53%
Golf Fund	(5,490)	6,871	(63,775)	(58,285)	1162%
Economic Development Fund	(219,588)	600,000	(213,727)	5,861	97%
Off Street Parking Fund	1,498	611,113	152,716	151,218	10195%
Redevelopment Fund	470,196	133,037	1,694,196	1,224,000	360%
Net Activity	<u>\$ (3,207,903)</u>	<u>\$ 1,572,051</u>	<u>\$ 4,142,739</u>	<u>\$ 7,350,642</u>	<u>-129%</u>

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COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
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General Fund						
	Budget (12 month)	MTD <u>Actual</u>	YTD <u>Actual</u>	Over(under) <u>Budget</u>	% of budget <u>Used</u>	
REVENUES						
Property Taxes	\$ 5,977,668	\$ 1,829,402	\$ 5,431,584	\$ (546,084)	91%	
Sales and use taxes	3,108,225	425,544	3,761,938	653,713	121%	
Payments in Lieu of taxes	275,000	-	240,990	(34,010)	88%	
State revenue	1,461,035	126,301	1,465,995	4,960	100%	
Occupation and franchise taxes	1,030,000	75,383	935,836	(94,164)	91%	
Hotel Occupation Tax	900,000	91,500	877,152	(22,848)	97%	
Licenses and permits	341,300	34,464	433,578	92,278	127%	
Interest income	11,522	2,368	21,105	9,583	183%	
Recreation fees	156,100	33,136	173,000	16,900	111%	
Special Services	22,500	1,849	21,650	(850)	96%	
Grant Income	215,917	39,472	83,750	(132,167)	39%	
Other	240,865	14,160	279,350	38,485	116%	
Total Revenues	13,740,132	2,673,579	13,725,928	(14,204)	100%	
EXPENDITURES						
Current:						
Administrative Services	590,974	55,849	498,012	(92,962)	84%	
Mayor and Council	191,343	10,521	95,148	(96,195)	50%	
Boards & Commissions	9,160	789	4,779	(4,381)	52%	
Public Buildings & Grounds	510,328	67,690	395,684	(114,644)	78%	
Administration	500,043	42,916	416,121	(83,922)	83%	
Police and Animal Control	4,346,735	316,750	3,701,943	(644,792)	85%	
Fire	1,705,949	136,311	1,499,403	(206,546)	88%	
Community Development	598,148	40,417	430,843	(167,305)	72%	
Public Works	3,372,972	291,564	2,821,810	(551,162)	84%	
Recreation	670,345	68,719	566,989	(103,356)	85%	
Library	766,945	62,523	631,975	(134,970)	82%	
Information Technology	208,485	10,018	178,526	(29,959)	86%	
Human Resources	693,497	36,961	492,645	(200,852)	71%	
Public Transportation	94,677	6,755	70,911	(23,766)	75%	
Capital outlay	493,499	14,700	275,329	(218,170)	56%	
Total Expenditures	14,753,100	1,162,483	12,080,118	(2,672,982)	82%	
REVENUES OVER (UNDER) EXPENDITURES	(1,012,968)	1,511,096	1,645,810	2,658,778	-162%	
OTHER FINANCING SOURCES (USES)						
Operating transfers in (Lottery)	70,663	70,663	70,663	-	100%	
Operating transfers out (EDF, OSP, CIP)	(1,265,000)	(1,238,621)	(1,238,621)	26,379	98%	
Bond/registered warrant proceeds	-	-	-	-	0%	
Total other Financing Sources (Uses)	(1,194,337)	(1,167,958)	(1,167,958)	26,379	98%	
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	\$ (2,207,305)	\$ 343,138	\$ 477,852	\$ 2,685,157	-22%	

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AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS
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	Sewer Fund				
	Budget	MTD Actual	YTD Actual	(Under) Budget	% of Budget Used
REVENUES					
User fees	\$ 3,629,271	\$ 289,255	\$ 2,692,233	\$ (937,038)	74%
Service charge and hook-up fees	200,000	(130,098)	140,297	(59,703)	70%
Grant Income	22,918	-	22,918	-	100%
Miscellaneous	450	20	286	(164)	64%
Total Revenues	3,852,639	159,177	2,855,734	(996,905)	74%
EXPENDITURES					
General & Administrative	533,968	37,402	428,954	(105,014)	80%
Maintenance	2,854,687	199,081	1,741,799	(1,112,888)	61%
Storm Water Grant	27,502	3,739	43,764	16,262	159%
Capital Outlay	405,300	-	350,886	(54,414)	87%
Total Expenditures	3,821,457	240,222	2,565,403	(1,256,054)	67%
OPERATING INCOME (LOSS)	31,182	(81,045)	290,331	259,149	931%
NON-OPERATING REVENUE (EXPENSE)					
Interest income	3,311	24	1,028	(2,283)	31%
	3,311	24	1,028	(2,283)	31%
INCOME (LOSS) BEFORE OPERATING TRANSFERS	34,493	(81,021)	291,359	256,866	845%
OTHER FINANCING SOURCES (USES)					
Operating transfers out (CIP)	(50,000)	-	-	50,000	0%
NET INCOME (LOSS)	\$ (15,507)	\$ (81,021)	\$ 291,359	\$ 306,866	-1879%

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	Debt Service Fund					% of budget Used
	Budget	MTD Actual	YTD Actual	Over(under) Budget		
REVENUES						
Property Taxes	\$ 1,864,694	\$ 610,830	\$ 1,697,986	\$ (166,708)		91%
Sales and use taxes	1,554,113	212,772	1,880,970	326,857		121%
Payments in Lieu of taxes	30,000	-	82,289	52,289		274%
Interest income	7,002	221	2,067	(4,935)		30%
Other (Special Assessments; Fire Reimbursmt)	852,796	43,168	639,536	(213,260)		75%
Total Revenues	4,308,605	866,991	4,302,848	(5,757)		100%
EXPENDITURES						
Current:						
Administration	90,000	6,040	26,387	(63,613)		29%
Fire Contract Bond	298,677	24,700	277,198	(21,479)		93%
Debt service						
Principal	2,947,400	-	2,620,000	(327,400)		89%
Interest	871,458	-	640,330	(231,128)		73%
Total Expenditures	4,207,535	30,740	3,563,915	(643,620)		85%
REVENUES OVER (UNDER) EXPENDITURES						
	101,070	836,251	738,933	637,863		731%
OTHER FINANCING SOURCES (USES)						
Operating transfers in (Lottery Bond)	339,145	-	-	(339,145)		0%
Operating transfers out (CIP)	(12,333,489)	(460,491)	(460,491)	11,872,998		4%
Bond/registered warrant proceeds	11,500,000	-	2,001,858	(9,498,142)		17%
Total other Financing Sources (Uses)	(494,344)	(460,491)	1,541,367	2,035,711		-312%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES						
	\$ (393,274)	\$ 375,760	\$ 2,280,300	\$ 2,673,574		-580%

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eleven months ending August 31, 2016
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Capital Fund					
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over(under) Budget</u>	<u>% of budget Used</u>
REVENUES					
Interest income	\$ -	\$ -	\$ 15	\$ 15	0%
Grant Income	\$ 1,011,000	\$ -	\$ 995,684	\$ (15,316)	98%
Interagency	\$ 926,100	\$ -	\$ 9,840	\$ (916,260)	1%
Total Revenues	\$ 1,937,100	\$ -	\$ 1,005,539	\$ (931,561)	52%
EXPENDITURES					
Current:					
Capital outlay	\$ 30,847,780	\$ 879,223	\$ 2,563,853	\$ (28,283,927)	8%
Total Expenditures	\$ 30,847,780	\$ 879,223	\$ 2,563,853	\$ (28,283,927)	8%
REVENUES OVER (UNDER) EXPENDITURES	\$ (28,910,680)	\$ (879,223)	\$ (1,558,314)	\$ (27,352,366)	5%
OTHER FINANCING SOURCES (USES)					
Operating transfers in	\$ 28,910,680	\$ 638,600	\$ 638,600	\$ (28,272,080)	2%
Operating transfers out	\$ -	\$ -	\$ -	\$ -	0%
Bond/registered warrant proceeds	\$ -	\$ -	\$ -	\$ -	0%
Total other Financing Sources (Uses)	\$ 28,910,680	\$ 638,600	\$ 638,600	\$ (28,272,080)	2%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	\$ -	\$ (240,623)	\$ (919,714)	\$ 919,714	0%

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	Lottery Fund					
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>	
REVENUES						
Lottery Rev/Community Betterment	\$ 925,000	\$ 56,168	\$ 894,839	\$ (30,161)	97%	
Lottery Tax Form 51	350,000	22,467	307,902	(42,098)	88%	
Event Revenue	30,500	-	8,554	(21,946)	28%	
Interest income	2,972	38	2,319	(653)	78%	
Total Revenues	1,308,472	78,673	1,213,614	(94,858)	93%	
EXPENDITURES						
Current:						
Professional Services	233,261	4,342	157,255	(76,006)	67%	
Salute to Summer	22,535	9	20,360	(2,175)	90%	
50th Year Celebration	-	-	748	748	0%	
Community Events	9,290	-	8,132	(1,158)	88%	
Events - Marketing	22,600	338	16,549	(6,051)	73%	
Recreation Events	10,000	961	3,743	(6,257)	37%	
Concert & Movie Nights	9,800	1,628	6,442	(3,358)	66%	
Travel & Training	13,420	-	10,023	(3,397)	75%	
State Taxes	350,000	22,467	307,902	(42,098)	88%	
Other	-	-	-	-	0%	
Capital outlay	14,000	-	13,776	(224)	98%	
Total Expenditures	684,906	29,745	544,930	(139,976)	80%	
REVENUES OVER (UNDER)						
EXPENDITURES	623,566	48,928	668,684	(45,118)	107%	
OTHER FINANCING SOURCES (USES)						
Operating transfers out	(1,461,999)	(225,152)	(225,152)	1,236,847	15%	
Bond/registered warrant proceeds	-	-	-	-	0%	
Total other Financing Sources (Uses)	(1,461,999)	(225,152)	(225,152)	1,236,847	15%	
EXCESS OF REVENUES AND OTHER FINANCING						
SOURCES OVER (UNDER) EXPENDITURES						
AND OTHER FINANCING USES	\$ (838,433)	\$ (176,224)	\$ 443,532	\$ 1,191,729	-53%	

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	Golf Course Fund					% of Budget Used
	Budget	MTD Actual	YTD Actual	(Under) Budget		
REVENUES						
Greens Fees	\$ 138,000	\$ 20,800	\$ 125,917	\$ (12,083)		91%
Carts	50,000	9,963	48,056	(1,944)		96%
Concessions	33,500	6,581	35,197	1,697		105%
Total Golf Proceeds	221,500	37,344	209,170	(12,330)		94%
Pro-Shop Merchandise	4,750	667	5,897	1,147		124%
Fee Income	200	45	245	45		123%
Miscellaneous	100	3	13	(87)		13%
Total Other Revenue	5,050	715	6,155	1,105		122%
Total Revenue	226,550	38,059	215,325	(11,225)		95%
EXPENDITURES						
General & Administrative	156,591	13,472	122,462	(34,129)		78%
Cost of merchandise sold	18,664	3,574	20,434	1,770		109%
Maintenance	160,288	14,142	114,927	(45,361)		72%
Capital Outlay	22,000	-	21,500	(500)		98%
Total Expenditures	357,543	31,188	279,323	(78,220)		78%
OPERATING INCOME (LOSS)	(130,993)	6,871	(63,998)	66,995		49%
NON-OPERATING REVENUE (EXPENSE)						
Interest income	503	-	223	(280)		44%
	503	-	223	(280)		44%
INCOME (LOSS) BEFORE OPERATING TRANSFERS	(130,490)	6,871	(63,775)	66,715		49%
OTHER FINANCING SOURCES (USES)						
Operating transfers in (Lottery)	125,000	-	-	(125,000)		0%
NET INCOME (LOSS)	\$ (5,490)	\$ 6,871	\$ (63,775)	\$ 58,285		1162%

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	Economic Development				
	<u>Budget</u> (12 month)	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	Over(under) <u>Budget</u>	% of budget <u>Used</u>
REVENUES					
JQH Payment	1,186,573	-	1,186,573	-	100%
Interest income	266	-	-	(266)	0%
Total Revenues	1,186,839	-	1,186,573	(266)	100%
EXPENDITURES					
Current:					
Community Development	-	-	903	903	0%
Professional Services	10,000	-	2,970	-	30%
Debt service: (Warrants)					0%
Principal	685,000	-	685,000	-	100%
Interest	1,311,427	-	1,311,427	-	100%
Total Expenditures	2,006,427	-	2,000,300	(6,127)	100%
REVENUES OVER (UNDER)					
EXPENDITURES	(819,588)	-	(813,727)	5,861	99%
OTHER FINANCING SOURCES (USES)					
Operating transfers in	600,000	600,000	600,000	-	100%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds	-	-	-	-	0%
Total other Financing Sources (Uses)	600,000	600,000	600,000	-	100%
EXCESS OF REVENUES AND OTHER FINANCING					
SOURCES OVER (UNDER) EXPENDITURES					
AND OTHER FINANCING USES	\$ (219,588)	\$ 600,000	\$ (213,727)	\$ 5,861	97%

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	Off Street Parking				
	<u>Budget</u> (12 month)	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
REVENUES					
Interest income	45	-	4	(41)	9%
Total Revenues	45	-	4	(41)	9%
EXPENDITURES					
Current:					
General & Administrative	19,467	3,016	19,066	(401)	98%
Professional Services		-			0%
Maintenance	19,500	871	8,492	(11,008)	44%
Debt service: (Warrants)					
Principal	430,000	-	430,000	-	100%
Interest	144,580	-	4,730	(139,850)	3%
Total Expenditures	613,547	3,887	462,288	(151,259)	75%
REVENUES OVER (UNDER) EXPENDITURES	(613,502)	(3,887)	(462,284)	151,218	75%
OTHER FINANCING SOURCES (USES)					
Operating transfers in	615,000	615,000	615,000	-	100%
Operating transfers out					0%
Bond/registered warrant proceeds		-	-	-	0%
Total other Financing Sources (Uses)	615,000	615,000	615,000	-	100%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	\$ 1,498	\$ 611,113	\$ 152,716	\$ 151,218	10195%

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AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the eleven months ending August 31, 2016
92% of the Fiscal Year 2016

	Redevelopment Fund				
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of budget Used
REVENUES					
Sales and use taxes	1,554,113	212,772	1,880,970	326,857	121%
Interest income	3,583	486	3,833	250	107%
Total Revenues	1,557,696	213,258	1,884,803	327,107	121%
EXPENDITURES					
Current:					
Community Development	30,000	-	-	(30,000)	0%
Professional Services	150,000	80,221	190,607	40,607	127%
Financial / Legal Fees	50,000	-	-	(50,000)	0%
Debt service: (Warrants)					
Principal	-	-	-	-	0%
Interest	307,500	-	-	(307,500)	0%
Total Expenditures	537,500	80,221	190,607	(346,893)	35%
REVENUES OVER (UNDER) EXPENDITURES	1,020,196	133,037	1,694,196	674,000	166%
OTHER FINANCING SOURCES (USES)					
Operating transfers in				-	0%
Operating transfers out	(15,550,000)		-	15,550,000	0%
Bond/registered warrant proceeds	15,000,000	-	-	(15,000,000)	0%
Total other Financing Sources (Uses)	(550,000)	-	-	550,000	0%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	\$ 470,196	\$ 133,037	\$ 1,694,196	\$ 1,224,000	360%

A4

Invoice

Upstream Weeds

Bringing Science to People, &
People to Science!

3942 N. 66th Street
Omaha, NE 68104
Phone 402-881-6919
Email: Chris@upstreamweeds.com

Upstream Weeds

Bringing Science to People, &
People to Science!

INVOICE # 033
DATE: OCTOBER 5, 2016

INVOICING TERM: 9/01/16- 9/30/16

TO John Kottmann, City Engineer
City of La Vista, Nebraska
Public Works Department
9900 Portal Road
La Vista, NE 68128

CONTRACTOR	PROJECT	PAYMENT TERMS
Chris Madden	Papillion-La Vista Stormwater Outreach	Due on receipt

Description	Qty	Unit Price	line total
September 1 - 7, 2016			
Partner Correspondence (recruitment, retention, collaboration, and follow-ups)	15	\$ 25.00	\$ 375.00
Client Account Management and Administration (reporting, documentation, & billing)	4	\$ 25.00	\$ 100.00
New Contract execution-plan development	12	\$ 25.00	\$ 300.00
Event Execution	4	\$ 25.00	\$ 100.00
September 8 - 14, 2016			
Partner Correspondence (recruitment, retention, collaboration, and follow-ups)	3	\$ 25.00	\$ 75.00
New Contract execution-plan development	10	\$ 25.00	\$ 250.00
Event Coordination	1	\$ 25.00	\$ 25.00
Event Execution	16	\$ 25.00	\$ 400.00
September 15 - 21, 2016			
Partner Correspondence (recruitment, retention, collaboration, and follow-ups)	11	\$ 25.00	\$ 275.00
Client Account Management and Administration (reporting, documentation, & billing)	5	\$ 25.00	\$ 125.00
New Contract execution-plan development	2	\$ 25.00	\$ 50.00
Event Coordination	2	\$ 25.00	\$ 50.00
Event Execution	10	\$ 25.00	\$ 250.00

September 22 - 30, 2016

Partner Correspondence (recruitment, retention, collaboration, and follow-ups)	1	\$ 25.00	\$ 25.00	✓
Client Account Management and Administration (reporting, documentation, & billing)	6	\$ 25.00	\$ 150.00	✓
Event Coordination	2	\$ 25.00	\$ 50.00	✓
Event Execution	16	\$ 25.00	\$ 400.00	✓
Expenses				
Day of Event Expenses: Event Staffing	1	\$ 150.00	\$ 150.00	✓
		Sub Total	\$ 3,150.00	
		50% Cost Share paid by Papillion	\$ (1,575.00)	
		Total Due	\$ 1,575.00	

Please make all checks available to Chris Madden

O.K. to pay
JMK 10-6-2016
02.43.0505

Consent Agenda 10/18/16
JD

A-5



KISSEL/E&S
ASSOCIATES

A Limited Liability Company Associated with Erickson and Saderstrom, P.C.

Joseph D. Kohout, Partner

Suite 400 Cornhusker Plaza / 301 S. 13th Street / Lincoln, NE 68508-2571
Telephone (402) 476-1188 / Facsimile (402) 476-6167
Email jkohout@kisseles.com / Website www.kisseles.com

INVOICE

Invoice No. UCSC-1016

TO: United Cities of Sarpy County
Brenda Gunn, City Administrator
City of LaVista
8116 Park View Blvd.
LaVista, NE 68128

REMIT TO: Kissel/ES Associates LLC
301 S. 13th Street, Suite 400
Lincoln, NE 68508

For Legislative Services:	October 1, 2016 – September 30, 2017	\$10,566.22
	(42,300 – 35.10 / 4 cities = 10,566.22)	

TOTAL DUE: \$10,566.22

THANK YOU FOR YOUR BUSINESS!!!

OK
PAB
10-18-14
Consent
Agenda
11-03-14

APPLICATION AND CERTIFICATION FOR PAYMENT

SHEET 702

PAGE 1

TO ENGINEER:

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

FROM CONTRACTOR:

MBC Construction
3108 South 67th Street
Omaha, NE 68106

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

PROJECT: City of La Vista

City Parking District
Access Improvements

APPLICATION NO. 6

Distribution to:

ENGINEER
 OWNER

PERIOD TO: _____

PROJECT NOS: C14-2258CONTRACT DATE 3/28/2016

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM

\$ 928,411.53

2. Net change by Change Orders

\$ 22,854.06

3. CONTRACT SUM TO DATE (Line 1 ± 2)

\$ 951,265.594. TOTAL COMPLETED & STORED TO
DATE (Column G on 703)\$ 964,306.70

5. RETAINAGE:

a. 10 % of Completed Work
(Column D + E on 703)\$ 96,430.67b. % of Stored Material
(Column F on 703)\$

Total Retainage (Lines 5a + 5b or

Total in Column I of 703)

\$ 867,876.03

6. TOTAL EARNED LESS RETAINAGE

(Line 4 Less Line 5 Total)

\$ 7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate)\$ 732,834.69

8. CURRENT PAYMENT DUE

\$ 135,041.349. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)\$ 83,389.56

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

CONTRACTOR:

By: Shawn Hansen Date: 9-22-16

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by GC	\$21,380.06	\$0.00
Total approved this Month	\$1,474.00	\$0.00
TOTALS	\$22,854.06	\$0.00
NET CHANGES by Change Order		

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 135,041.34

O.K. to pay
BNK 10-11-2016
05.71.0899.03

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

By: _____ Date: 9/22/2016

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.

D
9

Project:			La Vista District Access Improvements / PWST 18-002										Project #:			C14-2258		Pay App # 6	
Contractor:			MBC Construction										Date:			9/22/2016		Date Through:	
EM O.	DESCRIPTION OF WORK	Pay Unit	Total Est. Qty	CO #1 Quality Revisions	Unit Price	SCHEDULED VALUE (D * E)	Qty from previous pay app.	Total From previous pay appl.	Qty this Period	Total from this Period	MATERIA LS PRESENT LY STORED (NOT IN H OR J)	TOTAL QUANTITY TO DATE (G+I)	TOTAL COMPLETED AND STORED TO DATE (H+J+K)	% (M/F)	BALANCE TO FINISH (F-M)	RETAINAGE	P		
1	MOBILIZATION	LS	1		\$50,433.65	\$ 50,433.65	\$ 1.00	\$ 50,433.65	-	\$ -			1.00	\$ 50,433.65	100%	\$ -	\$ 5,043.37		
2	INSTALL SILT FENCE	LF	200		\$2.74	\$ 543.00	\$ 300.00	\$ 822.00	312.00	\$ 854.88			612.00	\$ 1,676.88	306%	\$ (1,128.88)	\$ 167.69		
3	INSTALL CURB INLET PROTECTION	EA	6		\$473.86	\$ 2,843.16	\$ 4.00	\$ 1,895.44	6.00	\$ 2,843.16			10.00	\$ 4,738.60	167%	\$ (1,895.44)	\$ 473.86		
4	INSTALL CONSTRUCTION ENTRANCE	EA	2		\$1,095.44	\$ 2,190.88	\$ 2.00	\$ 2,190.88	-	\$ -			2.00	\$ 2,190.88	100%	\$ -	\$ 219.09		
5	CLEARING AND GRUBBING - GENERAL	LS	1		\$5,477.22	\$ 5,477.22	\$ 1.00	\$ 5,477.22	-	\$ -			1.00	\$ 5,477.22	100%	\$ -	\$ 547.72		
6	CLEARING AND GRUBBING - TREES OVER 9" TO 18" DIAMETER	EA	3		\$326.63	\$ 985.89	\$ 3.00	\$ 985.89	-	\$ -			3.00	\$ 985.89	100%	\$ -	\$ 98.59		
7	REMOVE CURB INLET	EA	2	1	\$821.58	\$ 821.58	\$ 1.00	\$ 821.58	-	\$ -			1.00	\$ 821.58	100%	\$ -	\$ 82.16		
8	REMOVE PAVEMENT	SY	1,333		\$13.15	\$ 17,528.95	\$ 1,387.00	\$ 18,239.05	-	\$ -			1,387.00	\$ 18,239.05	104%	\$ (710.10)	\$ 1,823.91		
9	REMOVE SIDEWALK	SF	170		\$11.10	\$ 187.00	\$ 170.00	\$ 187.00	55.00	\$ 60.50			225.00	\$ 247.50	132%	\$ (60.50)	\$ 24.75		
10	REMOVE CURB	LF	172		\$8.22	\$ 1,413.84	\$ 172.00	\$ 1,413.84	-	\$ -			172.00	\$ 1,413.84	100%	\$ -	\$ 141.38		
11	EXCAVATION HAUL-OFF	CY	7,923		\$4.22	\$ 33,435.05	\$ 7,923.00	\$ 33,435.05	-	\$ -			7,923.00	\$ 33,435.05	100%	\$ -	\$ 3,343.51		
12	SUBGRADE PREPARATION	SY	6,489		\$3.80	\$ 21,413.70	\$ 5,489.00	\$ 21,413.70	-	\$ -			6,489.00	\$ 21,413.70	100%	\$ -	\$ 2,141.37		
13	CONSTRUCT 6-INCH CONCRETE PAVEMENT (TYPE L65)	SY	1,329		\$40.52	\$ 53,851.08	\$ 1,506.00	\$ 61,023.12	131.00	\$ 5,308.12			1,637.00	\$ 65,331.24	123%	\$ (12,480.16)	\$ 8,833.12		
14	CONSTRUCT 9-INCH CONCRETE PAVEMENT (TYPE L65)	SY	5,200		\$47.17	\$ 245,284.00	\$ 5,051.00	\$ 238,255.67	149.00	\$ 7,028.33			5,200.00	\$ 245,284.00	100%	\$ -	\$ 24,528.40		
15	CONSTRUCT 6-INCH PCC SIDEWALK	SF	8,548		\$4.77	\$ 40,773.96	\$ -	\$ -		\$ 8,536.00			8,536.00	\$ 40,716.72	100%	\$ -	\$ 57.24		
16	CONSTRUCT CURB RAMP	SF	688		\$11.39	\$ 7,835.32	\$ -	\$ -		\$ 664.50			864.50	\$ 9,846.66	126%	\$ (2,010.34)	\$ 984.67		
17	CONSTRUCT DETECTABLE WARING PANEL	SF	134		\$21.91	\$ 2,935.94	\$ -	\$ -		\$ 134.00			134.00	\$ 2,935.94	100%	\$ -	\$ 293.59		
18	CONSTRUCT 15" RCP, CLASS III	LF	185		\$39.98	\$ 7,386.90	\$ 236.00	\$ 9,515.24	-	\$ -			238.00	\$ 9,515.24	129%	\$ (2,118.94)	\$ 951.52		
19	CONSTRUCT 18" RCP, CLASS III	LF	452		\$42.17	\$ 19,060.64	\$ 485.00	\$ 20,452.45	-	\$ -			485.00	\$ 20,452.45	107%	\$ (1,391.61)	\$ 2,045.25		
20	CONSTRUCT 24" RCP, CLASS III	LF	135		\$53.68	\$ 7,246.80	\$ 128.00	\$ 6,871.04	-	\$ -			126.00	\$ 6,871.04	95%	\$ -	\$ 375.76		
21	CONSTRUCT 30" RCP, CLASS III	LF	26	0	\$75.04	\$ -	\$ -	\$ -	-	\$ -			-	\$ -	#DIV/0!	\$ -	\$ -		
22	CONSTRUCT 30" CONCRETE COLLAR	EA	1	0	\$520.34	\$ -	\$ -	\$ -	-	\$ -			-	\$ -	#DIV/0!	\$ -	\$ -		
23	TAP EXISTING STORM SEWER MANHOLE	EA	1	0	\$675.11	\$ -	\$ -	\$ -	-	\$ -			-	\$ -	#DIV/0!	\$ -	\$ -		
24	CONSTRUCT 60" I.D. STORM MANHOLE	VF	13		\$890.13	\$ 8,971.69	\$ 13.00	\$ 8,971.69	3.00	\$ 2,070.39			16.00	\$ 11,042.08	123%	\$ (2,070.39)	\$ 1,104.21		
25	CONSTRUCT 72" I.D. STORM MANHOLE	VF	10		\$712.04	\$ 7,120.40	\$ 10.00	\$ 7,120.40	-	\$ -			10.00	\$ 7,120.40	100%	\$ -	\$ 712.04		
26	ADJUST MANHOLE TO GRADE	EA	3		\$273.86	\$ 821.58	\$ 3.00	\$ 821.58	-	\$ -			3.00	\$ 821.58	100%	\$ -	\$ 82.16		
27	CONSTRUCT CURB INLET W/ FACE ARMOR, TYPE I	EA	5		\$2,000.00	\$ 10,000.00	\$ 5.00	\$ 10,000.00	-	\$ -			5.00	\$ 10,000.00	100%	\$ -	\$ 1,000.00		
28	CONSTRUCT CURB INLET W/ FACE ARMOR, TYPE II	EA	1		\$2,000.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00	-	\$ -			1.00	\$ 2,000.00	100%	\$ -	\$ 200.00		
29	CONSTRUCT CURB INLET W/ FACE ARMOR, TYPE III	EA	4		\$2,000.00	\$ 8,000.00	\$ 4.00	\$ 8,000.00	-	\$ -			4.00	\$ 8,000.00	100%	\$ -	\$ 800.00		
30	INSTALL EXTERNAL FRAME SEAL	EA	4		\$436.18	\$ 1,752.72	\$ 4.00	\$ 1,752.72	-	\$ -			4.00	\$ 1,752.72	100%	\$ -	\$ 175.27		
31	PERFORM CCTV PIPELINE INSPECTION	LF	798		\$11.10	\$ 877.80	\$ 798.00	\$ 877.80	-	\$ -			798.00	\$ 877.80	100%	\$ -	\$ 87.78		
32	CLEAN STORM SEWER PIPE	LF	798		\$0.55	\$ 438.90	\$ -	\$ -		\$ 798.00			798.00	\$ 438.90	100%	\$ -	\$ 43.88		
33	INSTALL SEEDING - TYPE 'A'	AC	1		\$2,190.89	\$ 2,190.89	\$ 0.49	\$ 1,073.54	0.06	\$ 131.45			0.55	\$ 1,204.98	55%	\$ 965.80	\$ 120.50		
34	INSTALL ROLLED EROSION CONTROL, TYPE I	SY	2,410		\$1.15	\$ 2,771.50	\$ 1,742.00	\$ 2,003.30	-	\$ -			1,742.00	\$ 2,003.30	72%	\$ 768.20	\$ 200.33		
35	INSTALL SODDING	SF	11,886		\$0.82	\$ 9,746.52	\$ -	\$ -	-	\$ -			-	\$ -	0%	\$ 9,746.52	\$ -		
36	CONSTRUCT 42" WROUGHT IRON FENCE	LF	311		\$63.37	\$ 19,708.07	\$ -	\$ -		\$ 312.00			312.00	\$ 19,771.44	100%	\$ (63.37)	\$ 1,977.14		
37	INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 4, 5"	LF	3,426		\$3.83	\$ 13,121.58	\$ -	\$ -	-	\$ -			-	\$ -	0%	\$ 13,121.58	\$ -		
38	INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 4, 5"	LF	300		\$3.83	\$ 1,149.00	\$ -	\$ -	-	\$ -			-	\$ -	0%	\$ 1,149.00	\$ -		
39	INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 4, 18"	LF	130		\$14.24	\$ 1,851.20	\$ -	\$ -	-	\$ -			-	\$ -	0%	\$ 1,851.20	\$ -		
40	INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 4, 24"	LF	240		\$18.62	\$ 4,468.80	\$ -	\$ -	-	\$ -			-	\$ -	0%	\$ 4,468.80	\$ -		
41	INSTALL PERMANENT PREFORMED MARKING TAPE SYMBOL - TYPE "ONLY" WHITE	EA	7		\$315.49	\$ 2,208.43	\$ -	\$ -	-	\$ -			-	\$ -	0%	\$ 2,208.43	\$ -		
42	INSTALL PERMANENT PREFORMED MARKING TAPE SYMBOL - TYPE DIRECTION ARROW, WHITE	EA	3		\$315.49	\$ 946.47	\$ -	\$ -	-	\$ -			-	\$ -	0%	\$ 946.47	\$ -		
43	INSTALL TRAFFIC POSTS AND SIGNS	EA	12		\$164.32	\$ 1,971.84	\$ -	\$ -	-	\$ -			-	\$ -	0%	\$ 1,971.84	\$ -		
44	PROVIDE TEMPORARY TRAFFIC CONTROL	LS	1		\$4,222.94	\$ 4,222.94	\$ 0.70	\$ 2,956.06	0.30	\$ 1,266.88			1.00	\$ 4,222.94	100%	\$ -	\$ 422.29		
45	REMOVE AND REPLACE CONCRETE PAVEMENT	SY	340	304	\$76.68	\$ 23,310.72	\$ 304.00	\$ 23,310.72	-	\$ -			304.00	\$ 23,310.72	100%	\$ -	\$ 2,331.07		
46	CONSTRUCT LARGE BLOCK RETAINING WALL 'A'	SF	2,341		\$36.28	\$ 84,931.48	\$ 2,930.67	\$ 106,324.71	-	\$ -			2,930.67	\$ 106,324.71	125%	\$ (21,393.23)	\$ 10,632.47		
47	CONSTRUCT LARGE BLOCK RETAINING WALL 'B'	SF	532		\$36.28	\$ 19,300.96	\$ 789.33	\$ 28,636.89	-	\$ -			789.33	\$ 28,636.89	148%	\$ (9,335.93)	\$ 2,863.69		
48	RELOCATE LIGHT POLE	EA	7		\$2,920.45	\$ 20,443.15	\$ 7.00	\$ 20,443.15	-	\$ -			7.00	\$ 20,443.15	100%	\$ -	\$ 2,044.32		
49	INSTALL NEW LIGHT POLE	EA	12		\$9,740.89	\$ 116,688.28	\$ 8.00	\$ 77,925.52	4.00	\$ 38,962.76			12.00	\$ 116,888.28	100%	\$ -	\$ 11,688.83		
50	REPAIR SPRINKLER SYSTEM	LS	1		\$11,228.30	\$ 11,228.30	\$ 0.35	\$ 3,929.91	0.65	\$ 7,298.40			1.00	\$ 11,228.30	100%	\$ -	\$ 1,122.83		
51	LANDSCAPING	LS	1		\$12,049.88	\$ 12,049.88	\$ -	\$ -	0.75	\$ 9,037.41			0.75	\$ 9,037.41	75%	\$ 3,012.47	\$ 903.74		
52	PERMANENT 4" PARKING LOT STRIPE	LF	2169		\$0.44	\$ 954.36	\$ -	\$ -	-	\$ -			-	\$ -	0%	\$ 954.36	\$ -		
53	REMOVE 15" TO 18" SEWER PIPE	LF	38	30	\$21.91	\$ 657.30	\$ 30.00	\$ 657.30	-	\$ -			30.00	\$ 657.30	100%	\$ -	\$ 65.73		
54	REMOVE 27" TO 30" SEWER PIPE	LF	14	0	\$27.39	\$ -	\$ -	\$ -	-	\$ -			1.00	\$ 5,455.31	100%	\$ -	\$ 545.53		
55	INSTALL CONSTRUCTION FENCE	LS	1		\$5,455.31	\$ 5,455.31	\$ 1.00	\$ 5,455.31	-	\$ -			1.00	\$ 5,455.31	100%	\$ -	\$ 545.53		
BID ITEMS													\$ 926,411.53	\$ -		\$ 934,285.35	101%	\$ (13,041.11)	\$ 93,426.54

A	B	C	D	E	F	G	H	J	K	L	M	N	O	P		
								WORK COMPLETED								
EM IO	DESCRIPTION OF WORK	PAY UNIT	TOTAL EST. QTY	CO #1 QUALITY REVISIONS	UNIT PRICE	SCHEDULED VALUE (D * E)	QTY FROM PREVIOUS PAY APPL.	TOTAL FROM PREVIOUS PAY APPL.	QTY THIS PERIOD	TOTAL FROM THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN H OR J)	TOTAL QUANTITY TO DATE (G+I)	TOTAL COMPLETED AND STORED TO DATE (H+J+K)	% (M/F)	BALANCE TO FINISH (F-M)	RETAINAGE
RANGE ORDER 1																
1-1	CONVERT INLET TO MH IN CABELA'S LOT	EA	1		\$ 2,180.00	\$ 2,180.00	\$ 1.00	\$ 2,180.00	-	\$ -		1.00	\$ 2,180.00	100%	\$ -	\$ 218.00
1-2	18" COLLAR FOR CURB INLET #10	EA	1		\$ 525.00	\$ 525.00	\$ 1.00	\$ 525.00	-	\$ -		1.00	\$ 525.00	100%	\$ -	\$ 52.50
1-3	REMOVE UNSUITABLE SOIL @ WESTPORT PARKWAY	CY	70.5		\$ 7.00	\$ 493.50	\$ 70.50	\$ 493.50	-	\$ -		70.50	\$ 493.50	100%	\$ -	\$ 49.35
1-4	FABRIC/ROCK BASE FOR PAVEMENT	TN	78		\$ 35.00	\$ 2,730.00	\$ 78.00	\$ 2,730.00	-	\$ -		78.00	\$ 2,730.00	100%	\$ -	\$ 273.00
1-5	CONDUIT REPAIRS	LF	200		\$ 10.89	\$ 2,395.80	\$ 200.00	\$ 2,395.80	-	\$ -		200.00	\$ 2,395.80	100%	\$ -	\$ 239.58
RANGE ORDER 2																
2-1	WALL CONSTRUCTION - WALL 'A'	SF	79.95		\$ 33.12	\$ 2,647.94	\$ 79.95	\$ 2,647.94	-	\$ -		79.95	\$ 2,647.94	100%	\$ -	\$ 264.79
2-2	WALL CONSTRUCTION - WALL 'B'	SF	75		\$ 33.12	\$ 2,471.41	\$ 74.62	\$ 2,471.41	-	\$ -		74.62	\$ 2,471.41	100%	\$ -	\$ 247.14
2-3	MODIFICATION & ADDITIONAL LABOR (10% O & P)	EA	1		\$ 1,500.00	\$ 1,500.00	\$ 1.00	\$ 1,500.00	-	\$ -		1.00	\$ 1,500.00	100%	\$ -	\$ 150.00
2-4	O & P	EA	1		\$ 661.93	\$ 661.93	\$ 1.00	\$ 661.93	-	\$ -		1.00	\$ 661.93	100%	\$ -	\$ 66.19
RANGE ORDER 3																
3-1	BOX OUT TO MAINLINE PAVEMENT	EA	1		\$ 12,961.76	\$ 12,961.76	\$ 1.00	\$ 12,961.76	-	\$ -		1.00	\$ 12,961.76	100%	\$ -	\$ 1,296.18
RANGE ORDER 4																
4-1	ADDITIONAL 139 LF OF NEW CONDUIT	EA	1		\$ 1,474.00	\$ 1,474.00	\$ -	\$ -	1.00	\$ 1,474.00		1.00	\$ 1,474.00	100%	\$ -	\$ 147.40
PID ITEMS & CO TOTALS																
						\$ 949,791.59		\$ 814,260.77		\$ 150,045.94			\$ 964,308.70	102%	\$ (13,041.11)	\$ 93,426.54

Original Contract		\$ 928,411
CO1		\$ 1,137
CO2		\$ 7,281
CO3		\$ 12,961
CO4		\$ 1,474
Total Contract to Date		\$ 951,265
Total Work Completed to Date		\$ 964,306
Total Materials Stored to Date		\$ 0
Total Value completed & Stored to Date		\$ 964,306
Retainage	10%	\$ 96,430
Net Total Due Less Retainage		\$ 867,876
Total Previous		\$ 732,834
Net Amount Due This Estimate		\$ 135,041

Featured

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 18, 2016 AGENDA

Subject:	Type:	Submitted By:
CHANGE ORDER NO. 2 CITY PARKING DISTRICT ACCESS IMPROVEMENTS INTERSECTION MODIFICATIONS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared to approve a change order to the contract with NL & L Concrete, Inc. of Omaha, Nebraska to provide for crosswalk improvements on Port Grace Boulevard as well as installation and replacement of pavement markings on Southport Parkway. The change order will increase the contract price by \$20,402.05.

FISCAL IMPACT

The FY17 Capital Improvement Program provides funding for this project.

RECOMMENDATION

Approval

BACKGROUND

The expectation of significant traffic volume increases in the Southport area due to the upcoming Costco store opening and other ongoing development make it necessary to upgrade traffic control markings and signage. The additional work is still within the preliminary funding estimates for this project. The completion date will be extended to allow for the additional work to be performed.

The total contract price with NL & L Concrete, Inc. increases from \$102,742.25, after Change Order No. 1, to \$123,144.30 after this change order.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NUMBER TWO (2) TO THE CONTRACT WITH NL & L CONCRETE, OMAHA, NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$20,402.05.

WHEREAS, the City has determined it is necessary to upgrade traffic control markings and signage; and

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

WHEREAS, the contract price increases from \$102,742.25 to \$123144.30;

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 number two (2) to the contract with NL & L Concrete., Omaha Nebraska, in an amount not to exceed \$20,402.05.

PASSED AND APPROVED THIS 18TH DAY OF OCTOBER, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Change Order

No. 2

Date of Issuance: September 30, 2016

Effective Date: September 30, 2016

Project: City Parking District Access Improvements	Owner: City of LaVista	Owner's Contract No.: PWST 16-002a
Contract: City Parking District Access Improvements		Date of Contract: <u>6/28/16</u>
Contractor: N L & L Concrete		Engineer's Project No.C14-2258

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

Description: Add to contract for the costs associated with the replacement of crosswalk signs, and pavement markings. (See contractor RFP #2 support) Also included in this change order is an extension of Substantial and final payment dates.

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$102,289.75

Increase from previously approved Change Orders No. 0 to No. 1: \$452.50

Contract Price prior to this Change Order: \$102,742.25

Increase of this Change Order: \$20,402.05

Contract Price incorporating this Change Order: \$123,144.30

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days
Substantial completion (date): August 31, 2016
Ready for final payment (date): August 31, 2016

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

Substantial completion (days): No Change
Ready for final payment (days): No Change

Contract Times prior to this Change Order:

Substantial completion (date): August 31, 2016
Ready for final payment (date): August 31, 2016

Increase of this Change Order:

Substantial completion (days): December 1, 2016
Ready for final payment (days): December 1, 2016

Contract Times with all approved Change Orders:

Substantial completion (date): December 1, 2016
Ready for final payment (date): December 1, 2016

RECOMMENDED:

By: Mark Blawie
Construction Manager (Authorized Signature)
Date: 09/30/16

Approved by Funding Agency (if applicable): _____

CC:

ACCEPTED:

By: J. L. C.
Contractor (Authorized Signature)
Date: 9-28-16

ACCEPTED:

By: _____
Owner (Authorized Signature)
Date: _____

Date: _____

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 18, 2016 AGENDA

Subject:	Type:	Submitted By:
CHANGE ORDER NO. 5 CITY PARKING DISTRICT ACCESS IMPROVEMENTS PORTSIDE PARKWAY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared to approve a change order to the contract with MBC Construction Co., Inc. of Omaha, Nebraska to provide for labor, equipment and materials to install additional landscaping, replace pavement markings on Westport Parkway and 125th Street, and install an irrigation system for sodded areas on Portside Parkway. The amount added by Change Order No. 5 is \$26,505.05.

FISCAL IMPACT

The FY17 Capital Improvement Program provides funding for this project.

RECOMMENDATION

Approval

BACKGROUND

Previous change orders have been approved to address some minor changes in proposed storm sewer construction and additional quantities of large block retaining wall to better match existing City Parking Lot elevations, extension of the project completion date due to untimely rains, hand placement of pavement for construction coordination and street lighting modifications. Change Order No. 5 is necessary to accommodate landscaping changes that were found to be necessary at the top of Retaining Wall "A" during construction, the addition of irrigation to allow for better long term maintenance of Portside Parkway sodded areas, and improvements to pavement markings on Westport Parkway and 125th Street that had suffered deterioration since initial installation 10 years ago.

The total contract price with MBC increases from \$951,265.59 after Change Order No. 4 to \$977,770.64 after this change order.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH MBC CONSTRUCTION CO., INC., OMAHA, NEBRASKA, FOR CHANGES IN LABOR EQUIPMENT AND MATERIALS NEEDED TO INSTALL ADDITIONAL LANDSCAPING, REPLACE PAVEMENT MARKINGS, AND INSTALL AN IRRIGATION SYSTEM IN AN AMOUNT NOT TO EXCEED \$26,505.05.

WHEREAS, the City has determined it is necessary to install additional landscaping, replace pavement markings on Westport Parkway and 125th Street, and install an irrigation system for sodded areas on Portside Parkway; and

WHEREAS, the FY17 Capital Improvement Program provides funding for this change order in the amount of \$26,505.05.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for a change order to the contract with MBC Construction Co., Inc., Omaha Nebraska, for changes in labor, equipment and materials needed to install additional landscaping, replace pavement markings on Westport Parkway and 125th Street, and install an irrigation system for sodded areas on Portside Parkway in an amount not to exceed \$26,505.05.

PASSED AND APPROVED THIS 18TH DAY OF OCTOBER, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Change Order

No. 5

Date of Issuance: October 6, 2016

Effective Date: October 6, 2016

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

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

Description: Add to contract for the costs associated with adding landscaping by Cabela's, as referenced in the attached document provided by MBC.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$928,411.53</u>	Original Contract Times: <input checked="" type="checkbox"/> Working days Substantial completion (date): <u>August 5, 2016</u> <input type="checkbox"/> Calendar days Ready for final payment (date): <u>September 16, 2106</u>
Increase from previously approved Change Orders No. 1 to No.4: <u>\$22,834.06</u>	Increase Change from previously approved Change Orders No. 0 to No. 4: Substantial completion (days): <u>30 Days</u> Ready for final payment (days): <u>30 Days</u>
Contract Price prior to this Change Order: <u>\$951,265.59</u>	Contract Times prior to this Change Order: Substantial completion (date): <u>September 19, 2016</u> Ready for final payment (date): <u>October 28, 2016</u>
Increase of this Change Order: <u>\$26,505.05</u>	No Change with this Change Order: Substantial completion (days): <u>N/A</u> Ready for final payment (days): <u>N/A</u>
Contract Price incorporating this Change Order: <u>\$977,770.64</u>	Contract Times with all approved Change Orders: Substantial completion (date): <u>September 19, 2016</u> Ready for final payment (date): <u>October 28, 2016</u>

RECOMMENDED:
By: 
Construction Manager (Authorized Signature)
Date: 10/06/16

ACCEPTED:
By: 
Contractor (Authorized Signature)
Date: 10-7-16

ACCEPTED:
By: _____
Owner (Authorized Signature)
Date: _____

Approved by Funding Agency (if applicable):

Date: _____

CC:

APCHCKRP
04.05.16

Fri Oct 14, 2016 11:59 AM

City of Lavista
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

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BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
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1 BK NE CKG MAIN (600-873)

122404	10/02/2016	1256	FIRST NATIONAL BANK FREMONT		1,374,787.50		**MANUAL**		
122405	10/04/2016	2124	LUKASIEWICZ, BRIAN		84.00		**MANUAL**		
122406	10/04/2016	1770	RUFFNER, JAMES		84.00		**MANUAL**		
122407	10/04/2016	1864	SINNETT, JEFF		390.00		**MANUAL**		
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122409	10/05/2016	3739	FELSBURG HOLT & ULLEVIG		3,406.27				
122410	10/05/2016	2995	QLSSON ASSOCIATES		26,561.15				
122411	10/05/2016	502	TERRACON		8,150.00				
122412	10/05/2016	143	THOMPSON DREESSEN & DORNER		3,020.56				
122413	10/05/2016	467	YANO'S NURSERY		5,000.00				
122414	10/07/2016	2837	RUHGE, RANDY		128.00		**MANUAL**		
122415	10/07/2016	1919	WAUGH, BRYAN		256.00		**MANUAL**		
122416	10/07/2016	1186	LAUSTEN, ROBERT S		256.00		**MANUAL**		
122417	10/07/2016	828	BARCAL, D.J.		256.00		**MANUAL**		
122418	10/18/2016	3883	3CMA MEMBERSHIP		390.00				
122419	10/18/2016	4354	A-RELIEF SERVICES INC		140.00				
122420	10/18/2016	762	ACTION BATTERIES UNLTD INC		166.66				
122421	10/18/2016	3377	AMERICAN CONCRETE PRODS CO INC		1,400.00				
122422	10/18/2016	1271	AMERICAN PLANNING ASSOCIATION		400.00				
122423	10/18/2016	163	ARTHUR J GALLAGHER RISK		223,467.00				
122424	10/18/2016	1678	ASPEN EQUIPMENT COMPANY		3,964.00				
122425	10/18/2016	188	ASPHALT & CONCRETE MATERIALS		370.56				
122426	10/18/2016	2634	ATLAS AWNING CO INC		150.00				
122427	10/18/2016	2554	BARCAL, ROSE		71.55				
122428	10/18/2016	453	BAUER BUILT TIRE		4,914.82				
122429	10/18/2016	3058	BAXTER CHRYSLER DODGE JEEP RAM		251.92				
122430	10/18/2016	3318	BIG RIG TRUCK ACCESSORIES INC		392.62				
122431	10/18/2016	196	BLACK HILLS ENERGY		103.61				
122432	10/18/2016	3760	BUETHE, PAM		422.82				
122433	10/18/2016	4058	CALENTINE, JEFFREY		135.63				
122434	10/18/2016	4910	CAVENDISH SQUARE PUBLISHING		258.38				
122435	10/18/2016	2285	CENTER POINT PUBLISHING		98.00				
122436	10/18/2016	219	CENTURY LINK		68.73				
122437	10/18/2016	152	CITY OF OMAHA		384.00				
122438	10/18/2016	301	CITY OF PAPILLION		1,131.85				
122439	10/18/2016	2158	COX COMMUNICATIONS		305.35				
122440	10/18/2016	23	CUMMINS CENTRAL POWER LLC		414.76				
122441	10/18/2016	3132	DEARBORN NATIONAL LIFE INS CO		1,054.00				
122442	10/18/2016	77	DIAMOND VOGEL PAINTS		378.80				
122443	10/18/2016	3334	EDGEWEAR SCREEN PRINTING		432.00				
122444	10/18/2016	3136	FIRST WIRELESS INC		35.00				
122445	10/18/2016	3673	FOSTER, TERRY		150.00				
122446	10/18/2016	1344	GALE		290.13				
122447	10/18/2016	53	GCR TIRES & SERVICE		149.74				
122448	10/18/2016	966	GENUINE PARTS COMPANY-OMAHA		.00	**CLEARED** **VOIDED**			
122449	10/18/2016	966	GENUINE PARTS COMPANY-OMAHA		2,168.44				
122450	10/18/2016	3491	GEORGE, ROBERT		197.00				
122451	10/18/2016	71	GREENKEEPER COMPANY INC		3,431.00				
122452	10/18/2016	3657	HEARTLAND PAPER		28.00				
122453	10/18/2016	2323	INGRAM LIBRARY SERVICES		4,250.03				
122454	10/18/2016	1054	MARK A KLINKER		200.00				

APCHCKRP
04.05.16

Fri Oct 14, 2016 11:59 AM

**** City of Lavista ****
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

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BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
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122455	10/18/2016	483	DANIEL S KRAFT		50.00				
122456	10/18/2016	494	KUBOTA OF OMAHA		505.52				
122457	10/18/2016	4425	LANDPORT SYSTEMS INC		125.00				
122458	10/18/2016	2124	LUKASIEWICZ, BRIAN		197.00				
122459	10/18/2016	346	MAX I WALKER UNIFORM RENTAL		286.16				
122460	10/18/2016	1132	METAL DOORS AND HARDWARE CO		6,900.00				
122461	10/18/2016	153	METRO AREA TRANSIT		477.00				
122462	10/18/2016	872	METROPOLITAN COMMUNITY COLLEGE		19,529.49				
122463	10/18/2016	3517	MID AMERICAN SIGNAL INC		885.00				
122464	10/18/2016	371	MIDWEST SERVICE AND SALES CO		1,325.20				
122465	10/18/2016	2299	MIDWEST TAPE		595.04				
122466	10/18/2016	4085	MNJ TECHNOLOGIES		400.90				
122467	10/18/2016	830	MQBOTREX MOBILITY & TRAFFIC		7,490.00				
122468	10/18/2016	2382	MONARCH OIL INC		409.50				
122469	10/18/2016	2818	MULHALL'S		341.49				
122470	10/18/2016	1028	NATIONAL EVERYTHING WHOLESALE		471.77				
122471	10/18/2016	214	NEBRASKA MUNICIPAL CLERKS ASSN		35.00				
122472	10/18/2016	440	NMC EXCHANGE LLC		148.81				
122473	10/18/2016	179	NUTS AND BOLTS INCORPORATED		8.32				
122474	10/18/2016	1831	O'REILLY AUTOMOTIVE STORES INC		82.26				
122475	10/18/2016	1014	OFFICE DEPOT INC		127.46				
122476	10/18/2016	195	OMAHA PUBLIC POWER DISTRICT		.00	**CLEARED**	**VOIDED**		
122477	10/18/2016	195	OMAHA PUBLIC POWER DISTRICT		.00	**CLEARED**	**VOIDED**		
122478	10/18/2016	195	OMAHA PUBLIC POWER DISTRICT		55,669.39				
122479	10/18/2016	109	OMNIGRAPHICS INC		81.85				
122480	10/18/2016	3039	PAPILLION SANITATION		983.34				
122481	10/18/2016	976	PAPILLION TIRE INCORPORATED		76.45				
122482	10/18/2016	1821	PETTY CASH-PAM BUETHE		55.50				
122483	10/18/2016	1784	PLAINS EQUIPMENT GROUP		648.39				
122484	10/18/2016	427	RAMIREZ, RITA M		207.90				
122485	10/18/2016	191	READY MIXED CONCRETE COMPANY		518.60				
122486	10/18/2016	487	SAPP BROS PETROLEUM INC		1,278.50				
122487	10/18/2016	1335	SARPY COUNTY CHAMBER OF		75.00				
122488	10/18/2016	2240	SARPY COUNTY COURTHOUSE		4,100.37				
122489	10/18/2016	503	SCHOLASTIC LIBRARY PUBLISHING		54.60				
122490	10/18/2016	2898	SUPERIOR LAMP INC		291.47				
122491	10/18/2016	264	TED'S MOWER SALES & SERVICE		781.00				
122492	10/18/2016	3150	WHITE CAP CONSTR SUPPLY/HDS		111.02				
122493	10/18/2016	968	WICK'S STERLING TRUCKS INC		26.34				
1261323	10/11/2016	180	UNITED HEALTHCARE INSURANCE CO		720.32				**E-PAY**

BANK TOTAL	1,822,298.08
OUTSTANDING	1,822,298.08
CLEARED	.00
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
01 GENERAL FUND	287,199.28	287,199.28	.00	.00
02 SEWER FUND	58,958.33	58,958.33	.00	.00
05 CONSTRUCTION	95,120.12	95,120.12	.00	.00
08 LOTTERY FUND	567.63	567.63	.00	.00
09 GOLF COURSE FUND	1,257.52	1,257.52	.00	.00
14 ECONOMIC DEVELOPMENT	1,374,787.50	1,374,787.50	.00	.00

APCHCKRP
04.05.16

Fri Oct 14, 2016 11:59 AM

City of Lavista
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

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BANK NO	BANK NAME		CHECK AMOUNT	CLEARED	VOIDED	MANUAL
CHECK NO	DATE	VENDOR NO	VENDOR NAME			
15	OFF-STREET PARKING		4,407.70	4,407.70	.00	.00
		REPORT TOTAL		1,822,298.08		
		OUTSTANDING		1,822,298.08		
		CLEARED		.00		
		VOIDED		.00		

APPROVED BY COUNCIL MEMBERS 10/18/16

COUNCIL MEMBER

#ICLVv City Of La Vista

Cover Letter (S193)	
Check Date :	10/07/2016-1
Period Range :	09/18/2016 TO 10/01/2016
Week Number :	Week #41

IMPORTANT TAX INFORMATION

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

Payroll Totals:

Checks

Total Regular Checks	1	199.07
Total Direct Deposits	182	177418.25
Total Manual Checks	0	0.00
Total 3rd Party Checks	0	0.00
Total Void Checks	0	0.00
Total COBRA Checks	0	0.00
Total Net Payroll	167 Items	177617.32

Total Billing Impound	1389.22	
Total Agency Checks	9	36356.98
Total Agency Checks DD	7	2554.55
Total Agency Checks Void	0	0.00
Total Tax Deposit Checks	Tax deposit to be made by Payroll Maxx LLC	

Sum of Checks **217918.07**

Total of Checks Printed **183 Items**

Total Tax Liability	78479.90
Total Workers Comp Liability	0.00

Total Payroll Liability **296397.97**

Total Direct Deposits 179972.80

Total Debited From Account **296397.97**

NEXT PERIOD DATES

Check Date: 10/21/2016 Week 43
Period Begin: 10/02/2016
Period End: 10/15/2016
Call In Date: 10/18/2016 Week 42

Payroll rep: M Jodi

#1CLVv City Of La Vista

Cover Letter (S193)	
Check Date :	10/07/2016-2
Period Range :	09/18/2016 TO 10/01/2016
Week Number :	Week #41

IMPORTANT TAX INFORMATION

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

Payroll Totals:

Checks

Total Regular Checks	0	0.00
Total Direct Deposits	1	1046.30
Total Manual Checks	0	0.00
Total 3rd Party Checks	0	0.00
Total Void Checks	0	0.00
Total COBRA Checks	0	0.00
Total Net Payroll	1 Items	1046.30

Total Billing Impound	25.00
Total Agency Checks	189.22
Total Agency Checks DD	0.00
Total Agency Checks Void	0.00
Total Tax Deposit Checks	Tax deposit to be made by Payroll Maxx LLC

Sum of Checks **1260.52**

Total of Checks Printed **2 Items**

Total Tax Liability	513.59
Total Workers Comp Liability	0.00

Total Payroll Liability **1774.11**

Total Direct Deposits **1046.30**

Total Debited From Account **1774.11**

NEXT PERIOD DATES

Check Date: 10/21/2016 Week 43
Period Begin: 10/02/2016
Period End: 10/15/2016
Call In Date: 10/18/2016 Week 42

Payroll rep: M Jodi

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 18, 2016 AGENDA

Subject:	Type:	Submitted By:
ZONING TEXT AMENDMENTS — TA – TRANSITIONAL AGRICULTURE DISTRICT	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and an ordinance prepared to amend Section 5.05, TA – Transitional Agriculture District, of the Zoning Ordinance to modify the regulations regarding recreational uses.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled and an ordinance prepared to amend Section 5.05, TA – Transitional Agriculture District, of the Zoning Ordinance to modify the regulations regarding recreational uses.

The proposed changes to the Zoning Ordinance primarily modify the description of “Private recreation areas and facilities” to include soccer fields and tennis courts, and provides separate height and lot requirements for recreational uses.

Redline copies of the proposed amendments are attached.

The Planning Commission held a public hearing on September 15, 2016, and recommended to the City Council approval of the text amendments by a vote of eight in favor and one opposed.

Section 5.05 TA Transitional Agriculture District

5.05.01 Intent: The Transitional Agriculture District is established to recognize these properties as agricultural at present with the understanding that they may be suitable for development in the future. This district allows for existing agricultural properties to continue using the land in that manner.

5.05.02 Permitted Uses.

- 5.05.02.01 Farming, pasturing, truck gardening, orchards, greenhouses and nurseries, including the sale of products raised on the premises, provided that no livestock feedlot or yard for more than twelve (12) animals shall be established.
- 5.05.02.02 Farm dwellings for the owners and their families, tenants, and employees.
- 5.05.02.03 Public parks and recreation areas, playgrounds and conservation areas including flood control facilities.
- 5.05.02.04 Railroads, not including switching, terminal facilities or freight yards.
- 5.05.02.05 Public overhead and underground local distribution utilities.
- 5.05.02.06 Single family dwelling.
- 5.05.02.07 Churches.
- 5.05.02.08 Hydrogenation process.
- 5.05.02.09 Public services.
- 5.05.02.10 Publicly owned and operated facilities.
- 5.05.02.11 Roadside stands offering for sale agriculture products on the premises.

5.05.03 Permitted Conditional Uses:

- 5.05.03.01 Radio, television and wireless communication towers and transmitters, as per Section 7.11.
- 5.05.03.02 Cemeteries, provided all structures are located at least one hundred (100) feet from all property lines.
- 5.05.03.03 Wastewater treatment facilities.
- 5.05.03.04 Private recreation areas and facilities including country clubs, golf courses (but not miniature golf), soccer fields, indoor and outdoor tennis courts, and swimming pools.
- 5.05.03.05 Home occupations, as per Section 7.10.
- 5.05.03.06 Raising and care of animals for 4-H, Future Farmer of America (FFA) or other rural/school organizations.
- 5.05.03.07 Wind energy systems on tracts of more than ten (10) acres, as per Section 7.18.
- 5.05.03.08 Airports.
- 5.05.03.09 Campgrounds.
- 5.05.03.10 Water reservoir.

5.05.04 Permitted Accessory Uses:

- 5.05.04.01 Buildings and uses customarily incidental to the permitted and conditional uses.
- 5.05.04.02 Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
- 5.05.04.03 Signs as provided for in Section 7.01 through 7.04.
- 5.05.04.04 Parking as provided for in Section 7.05 through 7.09.
- 5.05.04.05 Private outdoor swimming pool, tennis court and other similar facilities in conjunction with a residence.
- 5.05.04.06 Storage or parking of vehicles, boats, campers and trailer, as per Section 7.13.

5.05.05 Height and Lot Requirements:

- 5.05.05.01 The height and minimum lot requirements shall be as follows:

Uses	Lot Area (Acres)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Lot Coverage
Residential Dwelling	20	660'	75'	25'	25'	35'	-
Other Permitted Uses	20	660'	75'	25'	25'	45'	-
Other Permitted Conditional Uses	20	660'	75'	25'	25'	45'	-
Recreational Uses	20	330'	20'	20'	10'	75'	-
Accessory Buildings	-	-	100'	25'	10'	17'	-

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 5.05 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTION 5.05 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

SECTION 1. Amendment of Section 5.05. Section 5.05 of the Ordinance No. 848 is hereby amended to read as follows:

Section 5.05 TA Transitional Agriculture District

5.05.01 Intent: The Transitional Agriculture District is established to recognize these properties as agricultural at present with the understanding that they may be suitable for development in the future. This district allows for existing agricultural properties to continue using the land in that manner.

5.05.02 Permitted Uses.

- 5.05.02.01 Farming, pasturing, truck gardening, orchards, greenhouses and nurseries, including the sale of products raised on the premises, provided that no livestock feedlot or yard for more than twelve (12) animals shall be established.
- 5.05.02.02 Farm dwellings for the owners and their families, tenants, and employees.
- 5.05.02.03 Public parks and recreation areas, playgrounds and conservation areas including flood control facilities.
- 5.05.02.04 Railroads, not including switching, terminal facilities or freight yards.
- 5.05.02.05 Public overhead and underground local distribution utilities.
- 5.05.02.06 Single family dwelling.
- 5.05.02.07 Churches.
- 5.05.02.08 Hydrogenation process.
- 5.05.02.09 Public services.
- 5.05.02.10 Publicly owned and operated facilities.
- 5.05.02.11 Roadside stands offering for sale agriculture products on the premises.

5.05.03 Permitted Conditional Uses:

- 5.05.03.01 Radio, television and wireless communication towers and transmitters, as per Section 7.11.
- 5.05.03.02 Cemeteries, provided all structures are located at least one hundred (100) feet from all property lines.
- 5.05.03.03 Wastewater treatment facilities.
- 5.05.03.04 Private recreation areas and facilities including country clubs, golf courses (but not miniature golf), soccer fields, indoor and outdoor tennis courts, and swimming pools.
- 5.05.03.05 Home occupations, as per Section 7.10.
- 5.05.03.06 Raising and care of animals for 4-H, Future Farmer of America (FFA) or other rural/school organizations.
- 5.05.03.07 Wind energy systems on tracts of more than ten (10) acres, as per Section 7.18.
- 5.05.03.08 Airports.
- 5.05.03.09 Campgrounds.
- 5.05.03.10 Water reservoir.

5.05.04 Permitted Accessory Uses:

- 5.05.04.01 Buildings and uses customarily incidental to the permitted and conditional uses.
- 5.05.04.02 Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
- 5.05.04.03 Signs as provided for in Section 7.01 through 7.04.
- 5.05.04.04 Parking as provided for in Section 7.05 through 7.09.

5.05.04.05 Private outdoor swimming pool, and other similar facilities in conjunction with a residence.

5.05.04.06 Storage or parking of vehicles, boats, campers and trailer, as per Section 7.13.

5.05.05 Height and Lot Requirements:

5.05.05.01 The height and minimum lot requirements shall be as follows:

Uses	Lot Area (Acres)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Lot Coverage
Permitted Uses	20	660'	75'	25'	25'	45'	-
Permitted Conditional Uses	20	660'	75'	25'	25'	45'	-
Recreational Uses	20	330'	20'	20'	10'	75'	-
Accessory Buildings	-	-	100'	25'	10'	17'	-

SECTION 2. Repeal of Section 5.05 as Previously Enacted. Section 5.05 of Ordinance No. 848 as previously enacted is hereby repealed.

SECTION 3. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 4. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

SECTION 5. This ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED THIS 18TH DAY OF OCTOBER 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 18, 2016 AGENDA

Subject:	Type:	Submitted By:
PUD SITE PLAN APPROVAL — LOT 9, SOUTHPORT EAST REPLAT SIX (NE OF SOUTHPORT PKWY & GILES RD)	◆RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and a resolution prepared to approve the PUD Site Plan for Lot 9, Southport East Replat Six, for the purpose of constructing a new commercial building with a drive thru, generally located northeast of Southport Parkway and Giles Road.

FISCAL IMPACT

None.

RECOMMENDATION

Approval, contingent on the finalization of the PUD Landscaping Plan prior to the issuance of a building permit.

BACKGROUND

A public hearing has been scheduled to consider an application by Galaxy Ventures, LLC, on behalf of the property owner, Panda Properties, LLC, for approval of a PUD Site Plan for the purpose of constructing a new commercial building with a drive thru on Lot 9, Southport East Replat Six.

A detailed staff report is attached.

The Planning Commission held a public hearing on September 15, 2016, and unanimously voted to recommend to City Council approval of the PUD Site Plan for the commercial strip shopping center, contingent on the finalization of the landscaping plan and traffic issues, as the plan 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, DETERMINING CONDITIONS FOR APPROVAL OF A PLANNED UNIT DEVELOPMENT (PUD) SITE PLAN FOR LOT 9, SOUTHPORT EAST REPLAT SIX, A SUBDIVISION LOCATED IN THE SOUTHEAST $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, Galaxy Ventures, LLC, on behalf of the owner, Panda Properties, LLC, of the above described piece of property have made application for approval of a PUD site plan for Lot 9, Southport East Replat Six; and

WHEREAS, the City Planner and the City Engineer have reviewed the PUD site plan; and

WHEREAS, on September 15, 2016, the La Vista Planning Commission held a public hearing and reviewed the amendment to the PUD site plan and recommended approval contingent on the finalization of the landscaping plan and traffic issues, as the plan is consistent with the Comprehensive Plan and Zoning Ordinance.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the PUD site plan for Lot 9, Southport East Replat Six, a subdivision located in the Southeast $\frac{1}{4}$ of Section 18, Township 14 North, Range 12 East of the 6TH P.M., Sarpy County, Nebraska, generally located northeast of Eastport Parkway and Giles Road, be, and hereby is, approved, contingent on finalization of the landscaping plan prior to issuance of a building permit.

PASSED AND APPROVED THIS 18TH DAY OF OCTOBER, 2016.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk



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

CASE NUMBER: 2016-PUD-05

For Hearing of: October 18, 2016
Report Prepared on: October 5, 2016

I. GENERAL INFORMATION

- A. APPLICANT:** Galaxy Ventures, LLC
- B. PROPERTY OWNER:** Panda Properties, LLC
- C. LOCATION:** Northeast corner of Eastport Parkway and Giles Road
- D. LEGAL DESCRIPTION:** Lot 9, Southport East Replat Six
- E. REQUESTED ACTION(S):** Planned Unit Development (PUD) Site Plan approval to allow for a commercial strip shopping center.
- F. EXISTING ZONING AND LAND USE:**
C-3 Highway Commercial/Office Park District and Gateway Corridor District (Overlay District) with a PUD zoning overlay; the property is currently vacant.
- G. PROPOSED USES:** Developer wishes to construct a commercial building with a drive thru.
- H. SIZE OF SITE:** 1.13 Acres.

II. BACKGROUND INFORMATION

- A. EXISTING CONDITION OF SITE:** The existing site is vacant ground that is relatively flat.
- B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**
 1. **North:** Vacant (Proposed Sonic drive thru restaurant); C-3 Highway Commercial/Office Park District and Gateway Corridor District (Overlay District)
 2. **West:** Runza; C-3 Highway Commercial/Office Park District and Gateway Corridor District (Overlay District)
 3. **South:** Vacant; C-3 Highway Commercial/Office Park District and Gateway Corridor District (Overlay District)
 4. **East:** American National Bank; C-3 Highway Commercial/Office Park District and Gateway Corridor District (Overlay District)

C. **RELEVANT CASE HISTORY:** A PUD Ordinance (Ordinance 1045) that covers this property was approved on August 17, 2007. The ordinance allows for 10-foot setbacks (front, side, and rear) and a 55-foot maximum building height, among other regulations and guidelines.

III. ANALYSIS

A. **COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan designates this property for commercial uses. The proposed commercial use is consistent with the Future Land Use Map.

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

C. **TRAFFIC AND ACCESS:**

1. A traffic impact study was performed in 2006 as part of Southport East Replat Six which resulted in widening Eastport Parkway between McDermott Plaza and Giles Road. In that study the trip generation from this site was included in the analysis. At that time the study anticipated a sit down restaurant on this parcel.

Based on additional traffic analysis of this specific development, it was concluded that there may be an impact during the morning rush hour. However, further analysis concluded that the possible impacts were limited. The City Engineer concurred with this finding.

The City Engineer reviewed an updated traffic analysis and provided input prior to the September 15th Planning Commission meeting.

2. The property will have access to McDermott Plaza which is a private roadway that lies between Eastport Parkway and South 123rd Plaza.

D. **UTILITIES:** All utilities are available to the site.

E. **PARKING REQUIREMENTS:**

1. The Southport East Replat 6 PUD ordinance allows for a parking ratio of 4.5 stalls per 1000 square feet of multi-tenant space. Based on this allowance, 26 stalls would be required for the 5,625 sq. ft. building. The proposed PUD depicts 49 stalls. No additional parking is anticipated to be needed.

F. LANDSCAPING:

1. The landscaping plan has been reviewed as per the Southport East and the Gateway Corridor District design guidelines. Initial comments regarding the landscaping plan are stated within the design review letter from the City's Design Review Architect attached to this report. However, this review has not been completed at this time and approval of the PUD will need to be contingent on the finalization of the PUD landscaping plan.

G. BUILDING DESIGN:

1. The building design will be reviewed as part of the design review process that is required for developments within Southport East and the Gateway Corridor District prior to building permit approval. The design review process will be conducted outside of the PUD approval process, with the exception of the review of the landscaping plan. Initial comments regarding the landscaping plan are stated within the design review letter from the City's Design Review Architect attached to this report.
2. As per Section D.ii.a.6 of the Southport East Design Guidelines, all light fixtures will need to meet the requirements of the Southport East Design Guidelines. Parking lot fixtures will need to conform Appendix I of the Guidelines, whereas the corner feature fixtures will need to conform to Appendix H of the Guidelines. Review of the proposed site lighting will be conducted at the time of design review for the main structure.
3. As per Section E of the Southport East Design Guidelines, the design of the monument sign will need to comply with Section 7.01 of the Zoning Ordinance and the Southport East Design Guidelines. Review of the monument sign in relation to these regulations will be conducted at time of sign permit application.

IV. REVIEW COMMENTS:

1. The amount of untreated impervious area to drain out of the proposed driveway onto McDermott Plaza needs to be kept to a minimum and must be less than 5,000 square feet. This will be reviewed during PCSMP and building permit reviews.

V. STAFF RECOMMENDATION – PUD SITE PLAN:

Approval of the PUD Site Plan for a commercial strip shopping center, contingent on the finalization of the landscaping plan prior to building permit issuance, as the PUD Site Plan request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VI. PLANNING COMMISSION RECOMMENDATION – PUD SITE PLAN

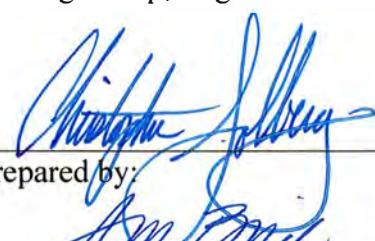
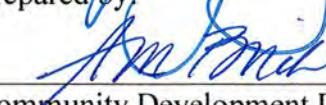
The Planning Commission held a public hearing on September 15, 2016 and unanimously recommended approval of the PUD Site Plan for the commercial strip shopping center, contingent on the finalization of the landscaping plan and traffic issues as the plan is consistent with the Comprehensive Plan and the Zoning Ordinance.

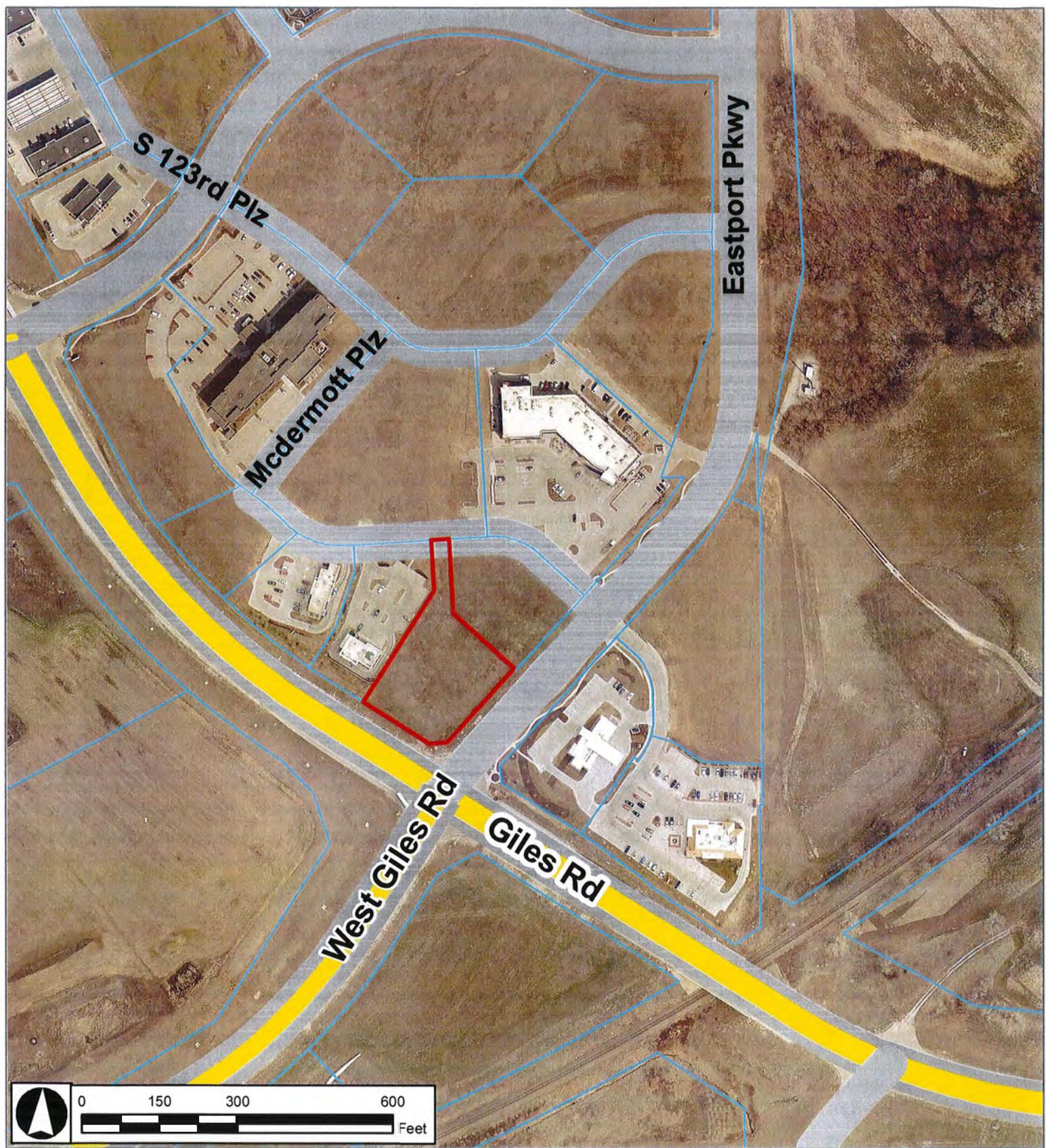
VII. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. Staff Review and Consultant Response Letters
3. Design Review Architect's Letter
4. Draft PUD Site Plan

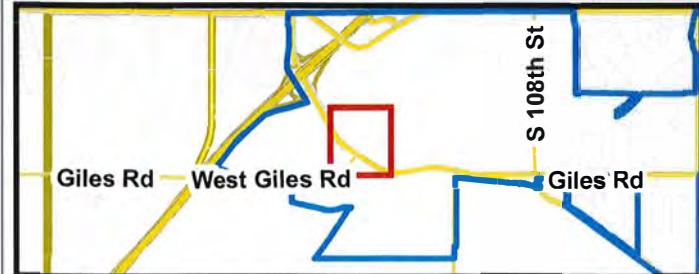
VIII. COPIES OF REPORT TO:

1. Bryce Bares, Galaxy Ventures, LLC; Applicant
2. Panda Properties, LLC; Property Owner
3. Jason Thiellen, E & A Consulting Group; Engineer
4. Public Upon Request


Prepared by: _____

Community Development Director Date
10-12-16



Project Vicinity Map



Southport East - PUD - Galaxy Ventures

8-17-2016
JMC





June 27, 2016

Jason Thiellen
E & A Consulting Group, Inc.
330 North 117th Street
Omaha, NE 68154

RE: PUD Site Plan - Initial Review
Lot 9, Southport East Replat Six

Mr. Thiellen,

We have reviewed the documents submitted on June 17, 2016 for the above-referenced application. Based on the elements for consideration set forth in Section 5.15 of the Zoning Regulations (as recently amended), Section 5.17 of the Zoning Regulations for Gateway Corridor District, the Southport East PUD documents, and the Southport East Replat Six PUD documents, the City has the following comments:

Section 5.15 of the Zoning Regulations:

1. To address Article 5.15.04.01 the applicant needs to indicate the proposed construction schedule for the project.
2. To address Article 5.15.04.03 the applicant has indicated the peak PM traffic to be 104 vehicles. The basis of these numbers needs to be identified by indicating the type of ITE trip generation rates applied and how much retail and how much fast food building areas resulted in this estimate. Although the trip generation is just over the 100 vehicle per hour threshold at which a traffic impact study might be required, the projected peak hour traffic is less than what was assumed in the original traffic impact study for this lot. At this time staff is only requesting information to support the peak hour traffic projection.
3. In regards to Article 5.15.04.04, Sheet 2 of the plans needs to have existing fire hydrant locations shown that provide coverage for this building. Also, the Emergency Vehicle Plan does not depict the apparatus dimensions. Additional information from the Papillion Fire Department has been included for your review.
4. In regards to Articles 5.15.04.15 and 5.15.05.02.4 there needs to be a sidewalk connection to McDermott Plaza. This may require coordination with abutting property owners. The plans will also need to include ADA sidewalk ramps at the proposed driveway connection to McDermott Plaza so that sidewalk continuity along McDermott Plaza is provided.

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
p: 402-331-4343
f: 402-331-4375

Community Development
8116 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Fire
8110 Park View Blvd.
p: 402-331-4748
f: 402-331-0410

Golf Course
8305 Park View Blvd.
p: 402-339-9147

Library
9110 Giles Rd.
p: 402-537-3900
f: 402-537-3902

Police
7701 South 96th St.
p: 402-331-1582
f: 402-331-7210

Public Buildings & Grounds
8112 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Public Works
9900 Portal Rd.
p: 402-331-8927
f: 402-331-1051

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

5. Width of the proposed sidewalk along Eastport Parkway needs to be noted. Coordination with the abutting property owner will be necessary to match up the sidewalk connections and maintain logical continuation of sidewalk undulation between Lots 9 and 10.
6. The proposed sidewalk feature at the intersection of Eastport Parkway and Giles Road needs to be setback further from Giles Road to accommodate an anticipated third lane added to Giles Road.
7. In regards to Article 5.15.04.21, the locations of exterior lighting need to be indicated. Such fixtures will need to comply with the Southport East Design Guidelines.
8. In regards to Article 5.15.05.02.1, proposed contours and/or spot elevations are needed to indicate proposed drainage patterns.
9. In regards to Article 5.15.05.04 the plans need to show the proposed sanitary sewer service.
10. In regards to Article 5.15.05.06 there needs to be a vicinity map shown on the plans. An aerial photo type map would be preferred.

Section 5.17-Gateway Corridor District Regulations:

No comments on this section. Review of landscaping and site plan aspects will be performed through the Southport East Design Guidelines.

Southport East Replat Six PUD:

1. The PUD plan set has been reviewed by the City's third-party architect for compliance with the Southport East Design Guidelines. A separate review letter is enclosed for your review.
2. Prior to submission for a building permit, an application for design review approval, through the Southport East Design Guidelines, will need to be submitted. Be advised that the design review process has recently averaged roughly three months per review. Please take this into consideration as a minimum in your development timeline.
3. As per Section D.ii.a.6, all light fixtures will need to meet the requirements of the Southport East Design Guidelines. Parking lot fixtures will need to conform Appendix I of the Guidelines, whereas the corner feature fixtures will need to conform to Appendix H of the Guidelines.
4. As per Section E, the design of the monument sign will need to comply with Section 7.01 of the Zoning Ordinance and the Southport East Design Guidelines. Review of the monument sign in relation to these regulations will be conducted at time of sign permit application.

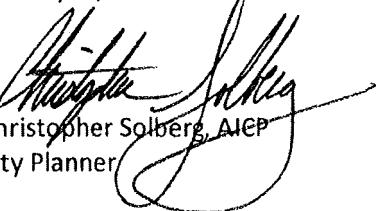
The applicant should be aware that there are private protective covenants that were recorded against the property that should be reviewed.

Due to the late submittal of the full set of plans necessary and the amount of items within this letter to address, the timeline for this application has been adjusted to commence Planning Commission review in August. However, it is important to work

efficiently towards a finalized set of plans to avoid additional delay. Please submit 4 full size copies (along with electronic copies) of the revised documents by July 5, 2016 to ensure that the application stays on track for the review by Planning Commission in August.

If you have any questions regarding these comments please feel free to contact me at any time.

Thank you,



Christopher Solberg, AICP
City Planner

Enclosure

cc: Ann Birch, Community Development Director
John Kottmann, City Engineer
File

FM 334-5461

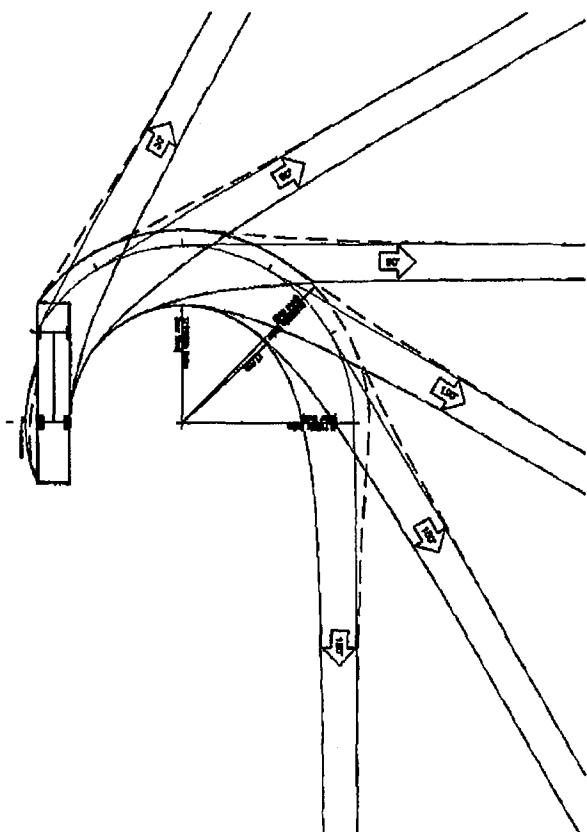
124155-HU11

S.A.E. TURNING RADIUS CALCULATIONS
FOR:
FT. SMITH AR 6X4 105' AERIAL
FL941/425-65R22.5/12B-16E/RT52160/12R22.5/STL-WHL

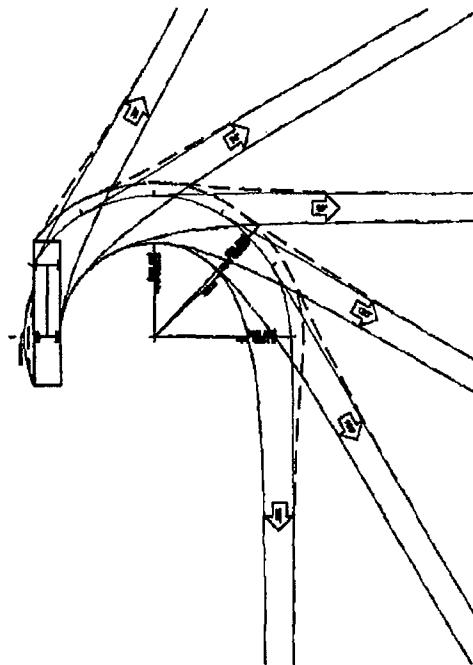
WHEELBASE	250 INCHES
KINGPIN CENTERS	68.5 INCHES
FRONT TRACK	81.5 INCHES
FRONT TIRE WIDTH	16.2 INCHES
REAR OVERALL TIRE DIMENSION	96.74 INCHES
BODY FRONT OVERHANG	82 INCHES
BODY WIDTH	96 INCHES

INSIDE CRAMP ANGLE	S.A.E. TURNING RADIUS	TIRE CURB CLEARANCE	BUMPER SWING CLEARANCE	MINIMUM INSIDE RADIUS
27	51.58498	52.25998	55.18097	39.71322
28	50.03245	50.70745	53.71169	38.00723
29	48.5881	49.2631	52.3489	36.4097
30	47.24098	47.91598	51.08163	34.90971
31	45.98168	46.65668	49.90056	33.49775
32	44.80192	45.47692	48.79744	32.16552
33	43.69445	44.36945	47.76501	30.90569
34	42.65286	43.32786	46.7969	29.71182
35	41.67148	42.34648	45.8875	28.57817
36	40.74532	41.42032	45.03176	27.49968
37	39.86979	40.54479	44.22527	26.47179
38	39.04097	39.71597	43.464	25.49044
39	38.25522	38.93023	42.74441	24.55199
40	37.50929	38.18429	42.06323	23.65313
41	36.80029	37.47529	41.41768	22.79092
42	36.12537	36.80057	40.80505	21.96265
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44	34.86965	35.54464	39.66943	20.39839

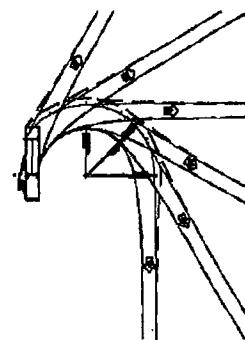
* 411 9" long Vehicle Total Length



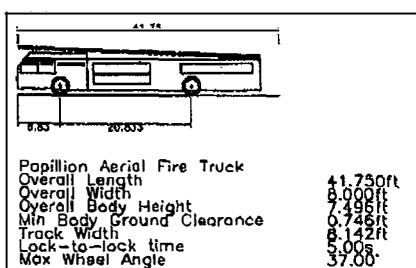
1"=40' Scale Template



1"=50' Scale Template



1"=100' Scale Template



City of Papillion

Public Works Department
145 West Second Street
Papillion, NE 68046
Ph: 402-597-2043

Drawn By: DWG Checked By: DWG Date: 1/24/14

Project Title

Emergency Vehicle Turn Template

Sheet Title

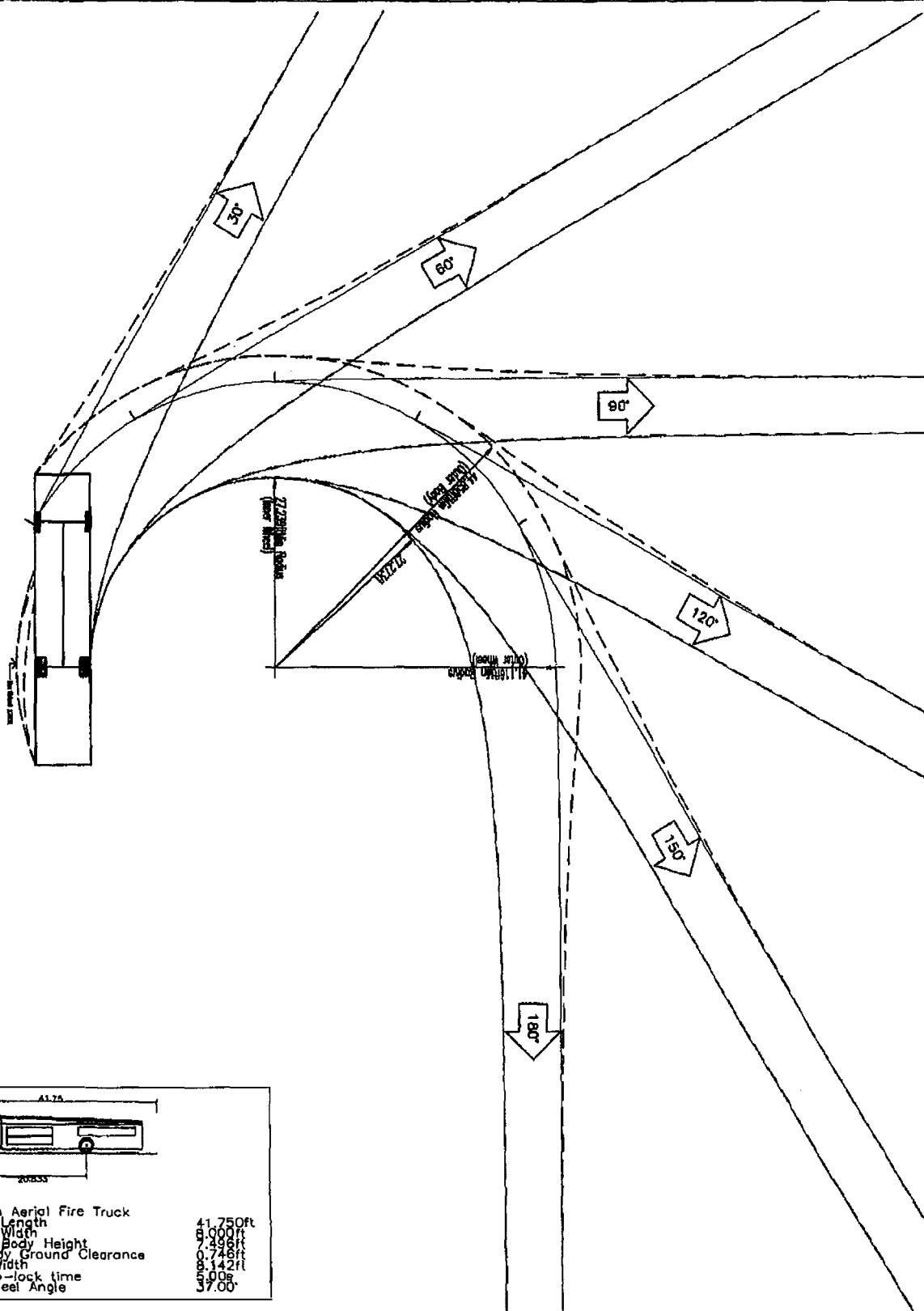
1"=40'/50'/100' Scale Template

Revision Dates

No.	Description	Date
1		

Sheet Number

Sheet 3 of 3



City of Papillion

Public Works Department
145 West Second Street
Papillion, NE 68046
Ph: 402-597-2043

Drawn By: DWG Checked By: DWG Date: 7/24/14

Project Title

Emergency Vehicle Turn Template

Sheet Title

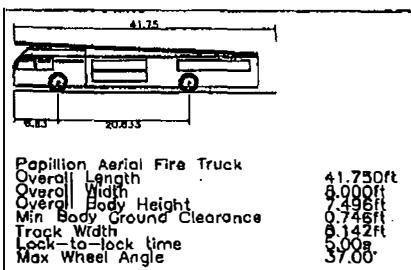
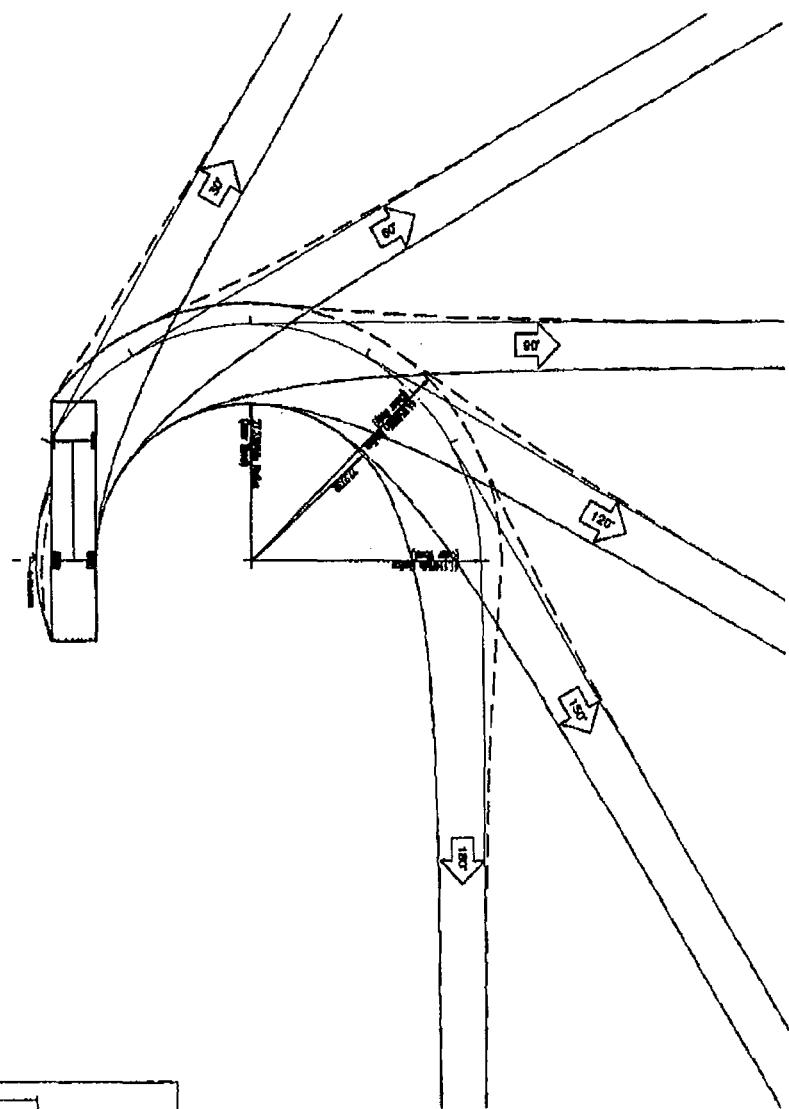
1"=20' Scale Template

Revision Dates

No.	Description	Date

Sheet Number

Sheet 1 of 3



City of Papillion

Public Works Department
145 West Second Street
Papillion, NE 68046
Ph: 402-597-2043

Drew By: DWG Checked By: DWG Date: 1/24/14

Project Title

Emergency Vehicle Turn Template

Sheet Title

1"=30' Scale Template

Revision Dates

No.	Description	Date

Sheet Number

Sheet 2 of 3



June 27, 2016

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

RE: Southport East - Replat 6, Lot 9 PUD Landscaping - Review #1

Dear Chris:

This letter shall provide recommendations and/or corrections for the applicant's PUD submittal drawings dated June 17, 2016. For tracking purposes I have noted deficiencies in the submittal drawings, and where appropriate, the corresponding requirements outlined in the Southport Design Guidelines.

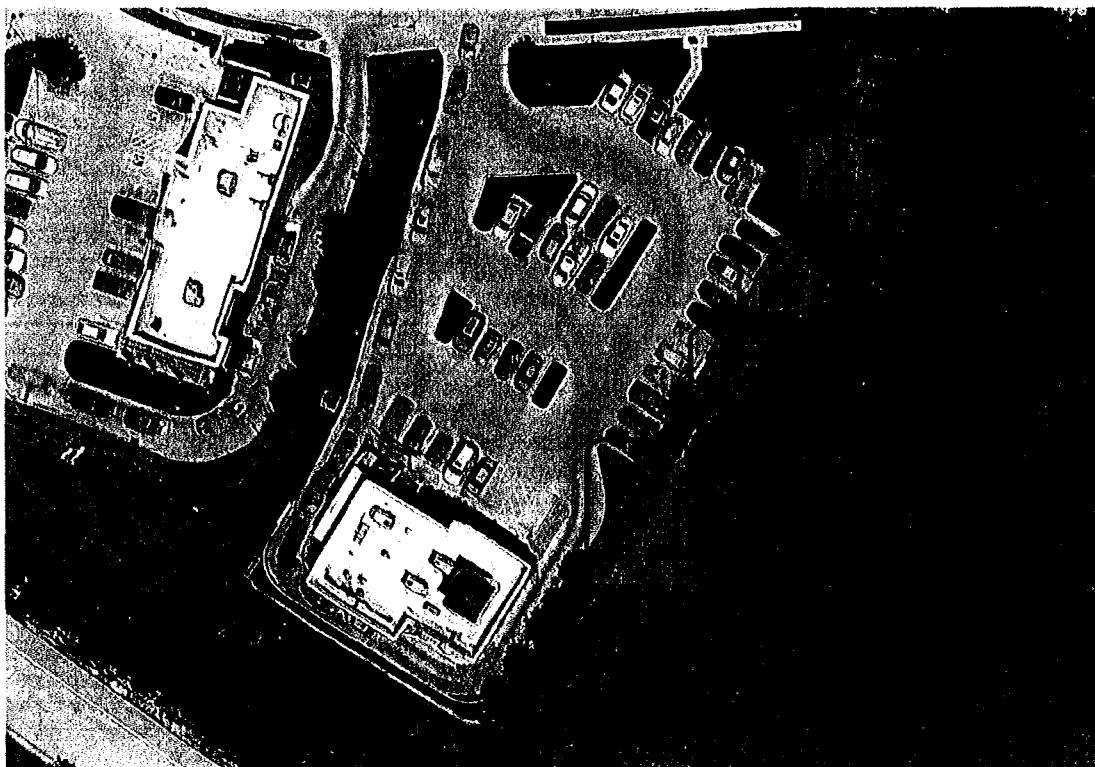
Planned Unit Development Landscape Plan:

1. The drawing appears to demonstrate a new refuse enclosure on the entry drive near the beginning of the parking areas. This enclosure will be reviewed at the Design Review stage for consistency of materials to coordinate with the building. For reference, the Guidelines specify the required Trash Screen design with gates (refer to Appendix R).
2. Planting Schedule, approximately half of the proposed selections are non-compliant. Refer again to Appendix F and G. for approved Street Tree and Plant Lists.
3. No spacing dimensions are indicated on any of the plantings. The spacing appears graphically to comply with the Guidelines but only by approximately referencing the graphic scale. Refer again to Appendix B & C for required streetscape planning concepts.
4. The new proposed landscape groupings on the east property do not appear to take in to account the existing plantings previously installed by Runza. The proposed groupings should be adjusted to fill the gaps between Runza's groupings and give adequate distance between existing and new trees. Refer to the existing conditions aerial image below demonstrating how Runza and Burger King handled their adjacent groupings to provide a continuous screened condition, and also highlighting the potential current gaps along the referenced east property line.

PHONE 402.493.4800
FAX 402.493.7951

1044 North 115th Street, Suite 300
Omaha, Nebraska 68154-4438

SCHEMMER.COM



EXISTING CONDITIONS AERIAL IMAGE

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

(402) 431-6317 direct
sheaney@schemmer.com

Sincerely,

THE SCHEMMER ASSOCIATES, INC.
ARCHITECTS | ENGINEERS | PLANNERS

A handwritten signature in black ink, appearing to read "Scott P. Heaney".

Scott P. Heaney, AIA
Architect, Associate



E & A CONSULTING GROUP, INC.

Engineering Answers

August 8, 2016

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154-3950
P 402.895.4700 • F 402.895.3599
www.eacg.com

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

RE: Southport East Replat 6, Lot 9
PUD Site Plan - Resubmittal
E&A Job # P2000.030.132

Dear Mr. Solberg,

We have reviewed your letter dated 6/27/2016 for the above referenced project and our responses to those comments for approval are as follows:

Section 5.15 of the Zoning Regulations:

1. Comment #1 - Construction schedule has been added to the Site Plan Notes – Sheet 1.
2. Comment #2 - Traffic study information has been updated and added to the plans – Sheet 3.
3. Comment #3 - Existing fire hydrant is shown and the emergency vehicle plan (Sheet 2) has been revised to match the proper truck size & turning radii per the Papillion Fire Department.
4. Comment #4 - Sidewalk has now been provided to make a connection to McDermott Plaza. Sidewalk ramps will be included in the civil site design.
5. Comment #5 - Sidewalk width has been noted along Eastport Parkway – Sheet 1. Coordination has been made to match up the sidewalk connection between Lots 9 and 10.
6. Comment #6 - Sidewalk feature at the intersection of Eastport Parkway and Giles Road has been setback to accommodate an anticipated third lane added to Giles Road.
7. Comment #7 - A note has been added to Sheet 1 indicating that exterior light fixtures need to comply with the Southport East Design Guidelines and will be shown on the civil site plans.

8. Comment #8 - Proposed contours and spot elevations have been added to the plans.
9. Comment #9 - Proposed sanitary sewer service has been added to the plans.
10. Comment #10 - Vicinity map has been added to the plans.

Southport East Replat Six PUD:

1. Comments #1-4 - Plant schedule has been revised to be compliant with Southport East Design Guidelines. Landscape groupings have been revised to coordinate and fill in the gaps of existing plantings previously installed by Runza.
2. Comment #2 - We understand that prior to submission for a building permit, an application for design review approval, through the Southport East Design Guidelines, will need to be submitted.
3. Comment #3 - We understand all light fixtures will need to meet the requirements of the Southport East Design Guidelines.
4. Comment #4 – We understand the design of the monument sign will need to comply with Section 7.01 of the Zoning Ordinance and the Southport East Design Guidelines.

Please contact me at 402-895-4700 or at jthiellen@eacg.com with any additional comments or questions.

Sincerely,



A handwritten signature in black ink, appearing to read "J. Thiellen".

Jason Thiellen
Planning Dept. Manager



August 17, 2016

Jason Thielen
E & A Consulting Group, Inc.
10909 Mill Valley Rd #100
Omaha, NE 68154

RE: PUD Site Plan – 2nd Review
Lot 9, Southport East Replat Six

Mr. Thielen,

We have reviewed the documents resubmitted for the above-referenced application. Based on the elements for consideration set forth in Section 5.15 of the Zoning Regulations (as recently amended), Section 5.17 of the Zoning Regulations for Gateway Corridor District, the Southport East PUD documents, and the Southport East Replat Six PUD documents, the City has the following comments:

Section 5.15 of the Zoning Regulations:

1. In reference to Article 5.15.04.03 the previous Sheet 3 of the PUD plans had a statement that the expected traffic generation would be 104 vehicles in the PM peak hour, with 52 in and 52 out. A traffic study previously completed by E&A Consulting in 2006 for Southport East Replat Six indicated this lot was expected to generate 173 vehicles in the PM peak hour. That same traffic study was also the basis of improvements to Eastport Parkway that allowed the intersection of McDermott Plaza with Eastport Parkway. Sheet 3 of the PUD plans now has a notation indicating PM peak hour traffic of 173 vehicles matching the 2006 study, but it also has a notation indicating 241 vehicles for the AM peak hour. Due to this increase, I recommend that a traffic analysis be done to verify that there is adequate left turn storage capacity for left turns onto McDermott Plaza from Eastport Parkway in the AM peak hour. This would need to account for other traffic (existing and proposed) in Southport East Replat Six as well as the 2040 projected traffic for Eastport Parkway.
2. The amount of untreated impervious area to drain out the proposed driveway onto McDermott Plaza needs to be kept to a minimum and must be less than 5,000 square feet. This will be reviewed during PCSMP and building permit reviews.
3. The revised plan set has been reviewed by the Fire Marshall and the revisions have met his approval.

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
p: 402-331-4343
f: 402-331-4375

Community Development
8116 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Fire
8110 Park View Blvd.
p: 402-331-4748
f: 402-331-0410

Golf Course
8305 Park View Blvd.
p: 402-339-9147

Library
9110 Giles Rd.
p: 402-537-3900
f: 402-537-3902

Police
7701 South 96th St.
p: 402-331-1582
f: 402-331-7210

Public Buildings & Grounds
8112 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Public Works
9900 Portal Rd.
p: 402-331-8927
f: 402-331-1051

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



E & A CONSULTING GROUP, INC.

Engineering Answers

September 7, 2016

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154-3950
P 402.895.4700 • F 402.895.3599
www.eacg.com

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

RE: Southport East Replat 6, Lot 9
PUD Site Plan - Resubmittal
E&A Job # P2000.030.132

Dear Mr. Solberg,

We have reviewed your letter dated 8/17/2016 for the above referenced project and our responses to those comments for approval are as follows:

Section 5.15 of the Zoning Regulations:

1. Comment #1 – We understand that an updated Traffic Study will need to be conducted for AM peak hours. This Study will be done before the 9/15/2016 Planning Commission meeting.
2. Comment #2 – We understand the amount of untreated impervious area to drain out the proposed driveway needs to be less than 5,000 S.F. This will be addressed during PCSMP and Building Permit.

Southport East Replat Six PUD:

1. Comments #1 – 2 – We have addressed the comments from the City's third-party architect and revised the Landscape Plan. We understand that Design review approval, through the Southport East Design Guidelines, will need to be achieved before building permit submittal.

Please contact me at 402-895-4700 or at jthiellen@eacg.com with any additional comments or questions.

Sincerely,

Jason Thiellen
Planning Dept. Manager

August 24, 2016

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

RE: Southport East Lot #9 - Design Review #1

Dear Chris:

This letter shall provide recommendations and/or corrections for the applicant's DESIGN REVIEW submittal package dated July 17, 2016. For tracking purposes I have noted deficiencies in the submittal package, and where appropriate, the corresponding requirements outlined in the Southport Design Guidelines.

General:

1. Exterior Samples Received:
 - a. Face Brick – Approved
 - b. EIFS #1 and EIFS #2 – Approved
 - c. Aluminum Storefront Framing – Approved.
 - d. Standing Seam Metal Roof – Approved.
 - e. Spandrel Glazing – Approved.
 - f. Additional samples will be required for the prefinished metal cap flashing and vision glazing. Note that the Guidelines require either clear or reflective glazing in the green color ranges.

Drawings:

1. Sheet 2 Site Details:
 - a. All steel components of the trash enclosure should be painted to match the exterior steel door color at the building. The elevations appear to appropriately represent this as matching the darker color EIFS #2.
 - b. Roof mounted mechanical equipment is required to be fully screened from view from public right of ways. The Building Section detail appears to show the units fully screened. Note that The City of La Vista uses elevation view to determine screening height required, not an angle from assumed eye level.
2. Sheet 3 Elevations:
 - a. The required recognizable base, mid-facade, and cornice are well proportioned and meet the Guidelines.

PHONE 402.493.4800
FAX 402.493.7951

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

- b. Refer again to Section 7, Building Elements, in the Guidelines for providing at least 4 of the 6 design elements listed. I can only clearly identify 3 elements, those being: awnings, pitched roofs, and square columns.
 - i. The awnings are required to be fabric and a color sample (at least approximate since these probably will come from a sign vendor to be determined) shall be submitted for review.
 - ii. The square columns should be similarly repeated on the west, south, and east elevations in the large brick areas to develop a visual rhythm consistent with the "main" or north elevation. The overall Gateway Corridor District, of which Southport is a part, requires four-sided architecture with consistent quality and detail on all elevations. There is no consideration for what is functionally the "front" or "back" of a building.
- c. As the fourth required element, I would recommend either adding site furniture for the tenant users or an arbor structure. If an arbor is utilized it needs to be designed to work with the character and lines of the building, and provide a pedestrian destination.

3. Sheet L-1 Landscape Plan

- a. Plant Schedule - Please refer again to the Southport Guidelines, Appendix F and G. for approved Street Tree and Plant Lists. The majority of the proposed selections are non-compliant. Note that we have recently interpreted the Guidelines to allow grasses, even though not included in the required Plant List, to be consistent with what has been previously installed in both Southport East and West. We will allow Sunset Red Maples along Eastport Parkway (old 120th Street) whereas the guidelines call for an Autumn Purple Ash. American National Bank, directly to the southeast, utilized Maples as well so they would match.
- b. The Guidelines don't include Colorado Blue Spruce, although there are existing conifers on the Runza and Burger King sites adjacent to Lot #9. We will allow the spruces because they are screening the view of the trash enclosure from McDermott Plaza, which is desirable.
- c. Plant sizes meet or exceed the minimums. The Sea Green Juniper is 2 gallons to small. The Dense Yew is using a different measurement than the Guidelines (3 Gal v. 18"-24"), which may be similar in size, but needs to be verified.
- d. Please review and resubmit the Landscape Plan with revised selections and designations.

4. Sheet E-1 Preliminary Site Lighting:

- a. Parking lot pole fixtures scheduled appear to meet the color standards required per Appendix H and I for the required green color base, aluminum color fluted pole, green color arm, and aluminum color dome.
- b. Wall pack fixtures should also be aluminum color and a similar style to the pole fixture domes.
- c. For final Design Review cut sheets must be submitted to clearly demonstrate the fixtures and colors scheduled on the drawings.

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

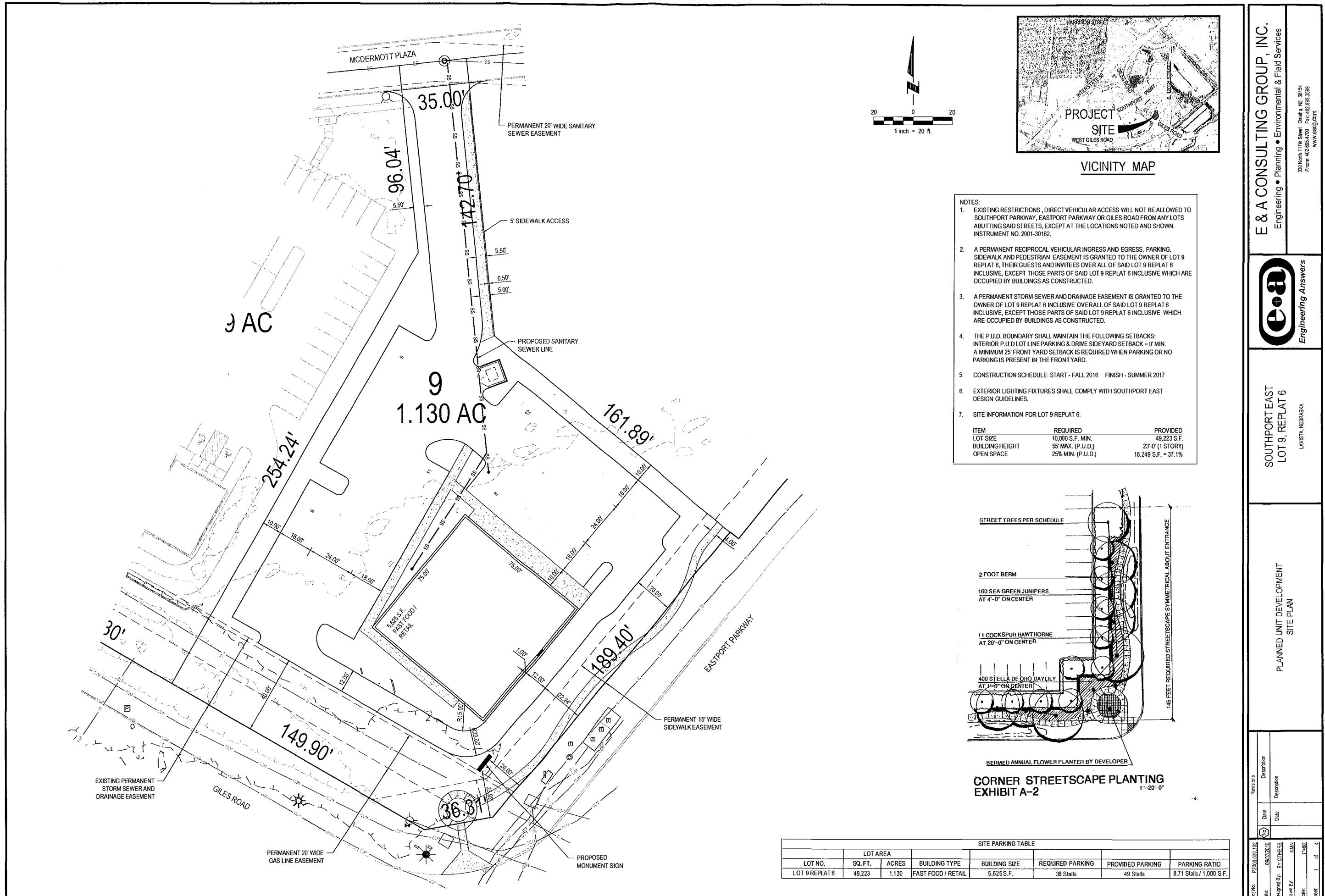
(402) 431-6317 direct
sheaney@schemmer.com

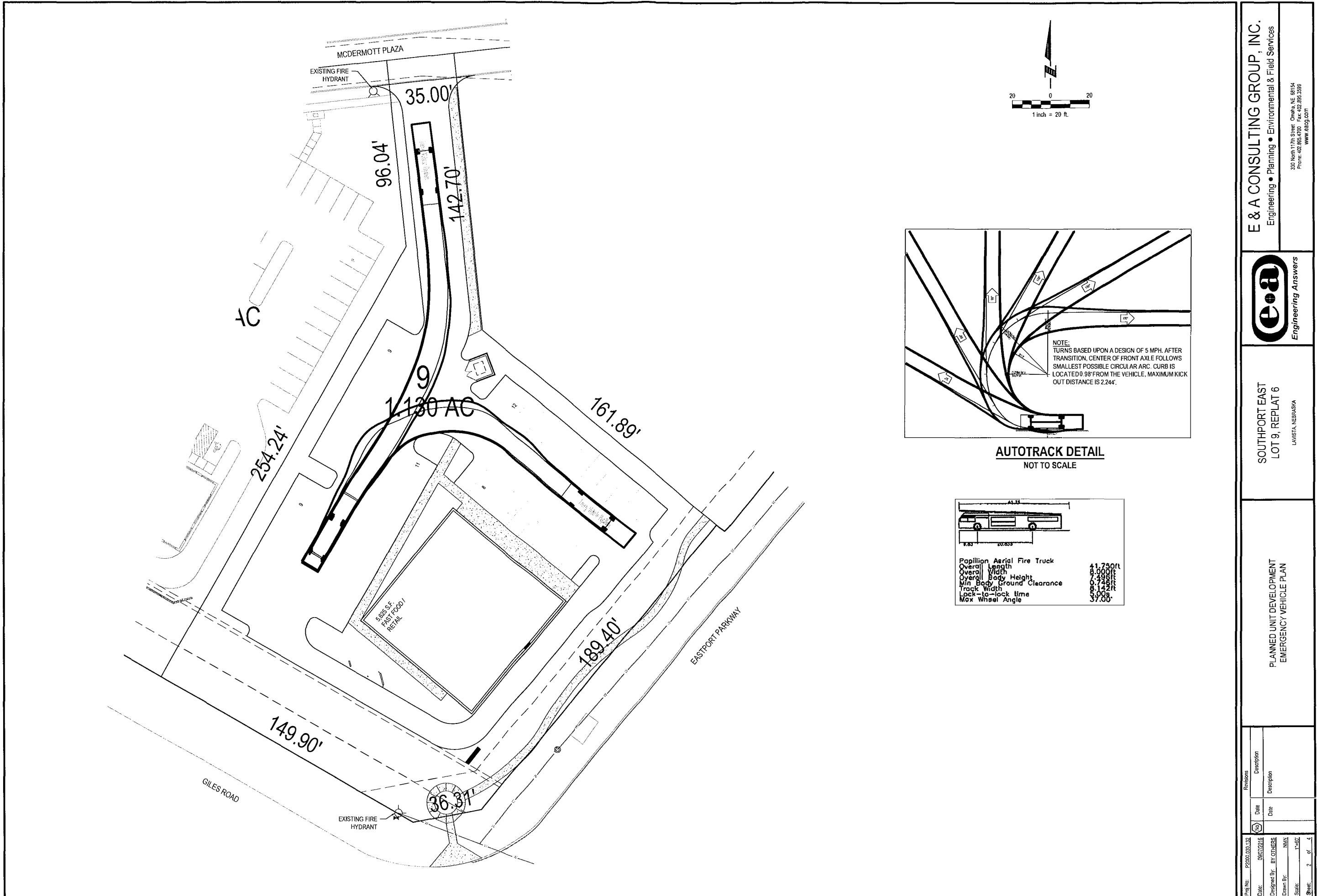
Sincerely,

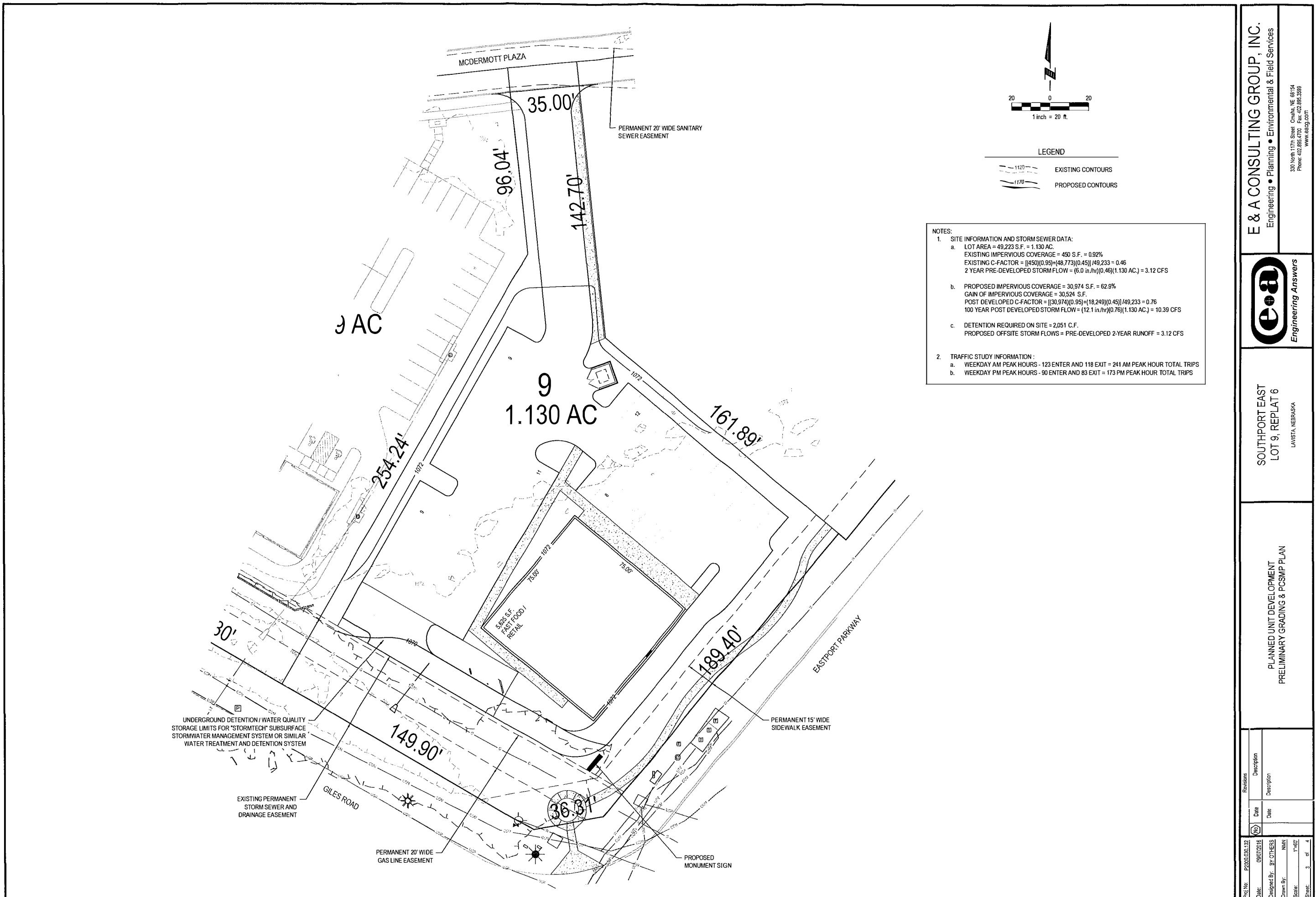
THE SCHEMMER ASSOCIATES, INC.
ARCHITECTS | ENGINEERS | PLANNERS



Scott P. Heaney, AIA
Architect, Associate







LANDSCAPE NOTES:

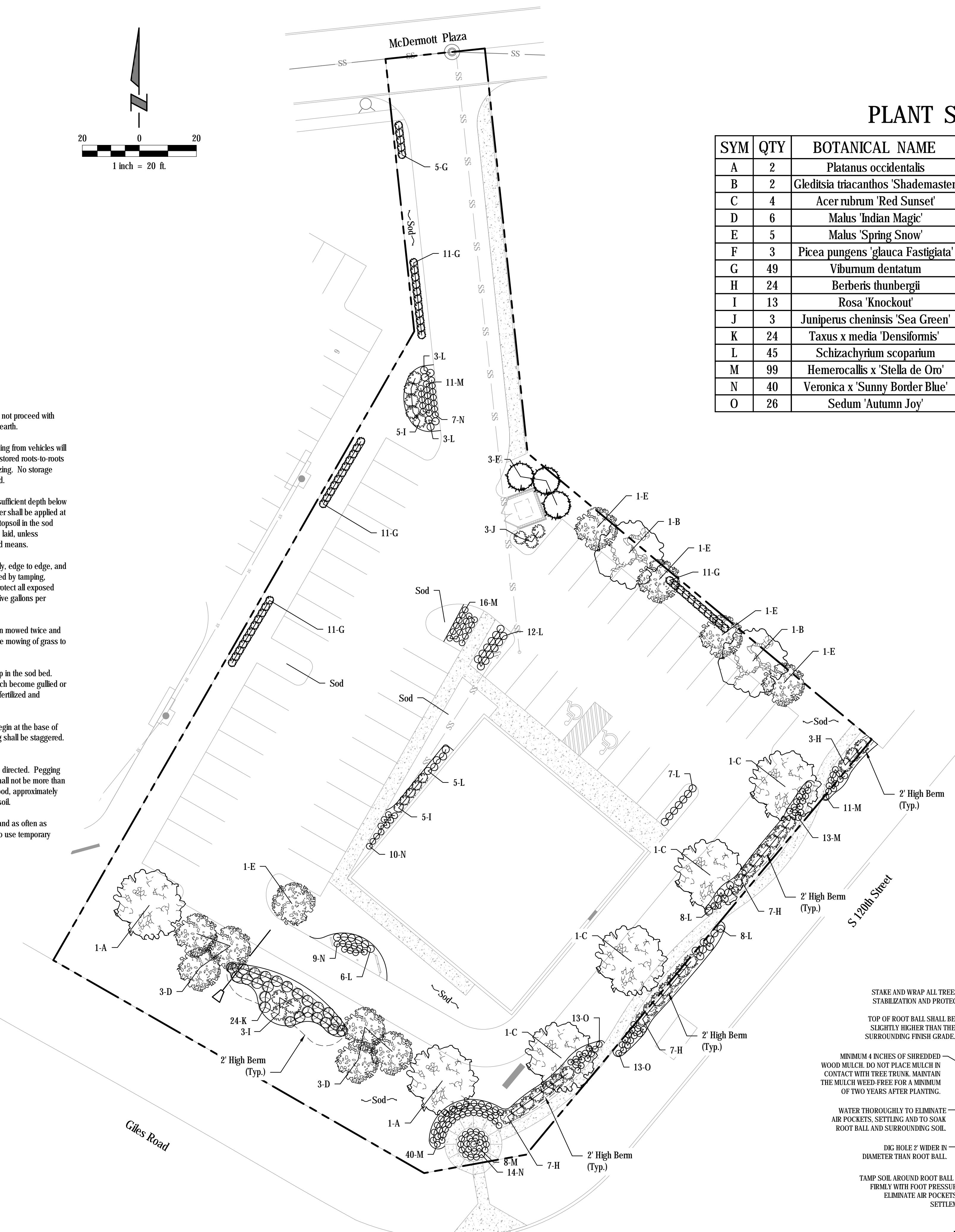
1. Locate and verify the location of all underground utilities prior to the start of any construction. Care should be taken not to disturb any existing utilities during construction. Any damage to utilities or other improvements caused by the Contractor will be repaired at no cost to the Owner.
2. All plant material shall be of good quality and sizes shall meet required size specifications.
3. All plants are to be watered immediately after planting and then watered once a week for a period of two months from time of planting.
4. All plant material shall be guaranteed to be in a live and healthy growing condition for two full growing seasons (trees) and one full growing season (perennials & shrubs) after final project acceptance or shall be replaced free of charge with the same grade and species including labor.
5. Verify all dimensions and conditions prior to starting construction. The location of plant material is critical and shall be installed as indicated on plans. Field adjustments may be necessary based on field conditions (i.e., root ball and drop inlet conflict). All adjustments must be approved by the landscape architect.
6. The Landscape Contractor shall remove all construction debris and materials injurious to plant growth from planting pits and beds prior to backfilling with planting mix. All planting areas shall be free of weeds and debris prior to any work.
7. Provide locally available shredded hardwood mulch on all trees and in all planting beds to a 3-4 inch minimum depth unless otherwise noted. Mulch ring to extend 1'-0" minimum beyond planting pit. Minor site grading to be included if needed.
8. All trees are to be staked for a period of not less than one year from time of planting.
9. Contractor to coordinate work with other amenities contractors.

SODDING NOTES:

1. The contractor shall notify the architect at least forty-eight hours in advance of the time he intends to begin sodding and shall not proceed with such work until permission to do so have been granted. No frozen sod shall be placed. No sodding shall be done on frozen earth.
2. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of transplanting. Dumping from vehicles will not be permitted. The sod shall be planted within eighteen (18) hours from the time it is harvested unless it is tightly rolled or stored roots-to-roots in a satisfactory manner. All sod in stacks shall be kept moist and shall be protected from exposure to the sun and from freezing. No storage longer than three (3) days will be permitted. Sod which becomes dried out or does not meet the specifications will be rejected.
3. There shall be a minimum of six inches, after tamping, of topsoil under all sod. Excavations or trenching shall be made to a sufficient depth below the finished grade of the sod to accommodate the depth of topsoil as specified and the thickness of sod as specified. Fertilizer shall be applied at a rate to provide 100 pounds of nitrogen per acre unless fertilizer has been applied under another item in this contract to the topsoil in the sod bed. Fertilizer applied under this item shall be incorporated with the topsoil to a depth of at least two inches before the sod is laid, unless otherwise specified or approved. Incorporation shall be accomplished by disking, harrowing, drilling, raking or other approved means.
4. The soil on which the sod is laid shall be reasonably moist and shall be watered, if so directed. The sod shall be laid smoothly, edge to edge, and all openings shall be plugged with sod. Immediately after the sod is laid, it shall be pressed firmly into contact with the sod bed by tamping, rolling, or by other approved methods so as to eliminate all air pockets, provide true and even surfaces, insure knitting and protect all exposed sod edges but without displacement of the sod or deformation of the surface of the sodded areas and watered at the rate of five gallons per square yard of sodded area unless otherwise directed.
5. The contractor shall take care of the sodded areas until all work on the entire contract has been completed, and sod has been mowed twice and then accepted. Such care shall consist of providing protection against traffic by approved warning signs or barricades and the mowing of grass to the height of two inches when the growth attains a maximum height of four inches.
6. Sod shall also be watered. When the sod is watered, sufficient water shall be applied to wet the sod at least two inches deep in the sod bed. Watering shall be done in a manner which will not cause erosion or other damage to the finished surfaces. Any surfaces which become gullied or otherwise damaged shall be repaired to reestablish the grade and conditions of the soil prior to sodding and shall then be re-fertilized and re-sodded as specified under this item.
7. In drainage-ways or slopes, the sod shall be laid with their longest dimensions parallel to the contours. Such sodding shall begin at the base of slopes or grades and the sodding progress in continuous parallel rows working upward. Vertical joints between such sodding shall be staggered. All sod shall be laid to the grades specified and the grades formed with special care at the junction of drainage-ways.
8. Sod shall be held in place by stakes in all drainage-ways, on all slopes steeper than 4:1 and elsewhere where specified or as directed. Pegging shall be done immediately after tamping. At least one stake shall be driven through each sod to be staked, and the stakes shall not be more than two feet apart. Stakes shall have their flat sides against the slope and be driven flush. Stakes for pegging sod shall be of wood, approximately one inch by two inches and of sufficient length to penetrate the sod, the topsoil and to a minimum depth of two inches of subsoil.
9. The contractor shall keep all sodded areas thoroughly watered for a period of thirty (30) calendar days after the initial laying and as often as required thereafter until sod has been fully established (two mowings) and accepted by the engineer and owner. Contractor to use temporary irrigation for the watering of the sod. Contractor to supply all necessary hoses, fittings and sprinklers for all watering needs.
10. All sod must be fully established (two mowings) and growing at the time of inspection and acceptance.

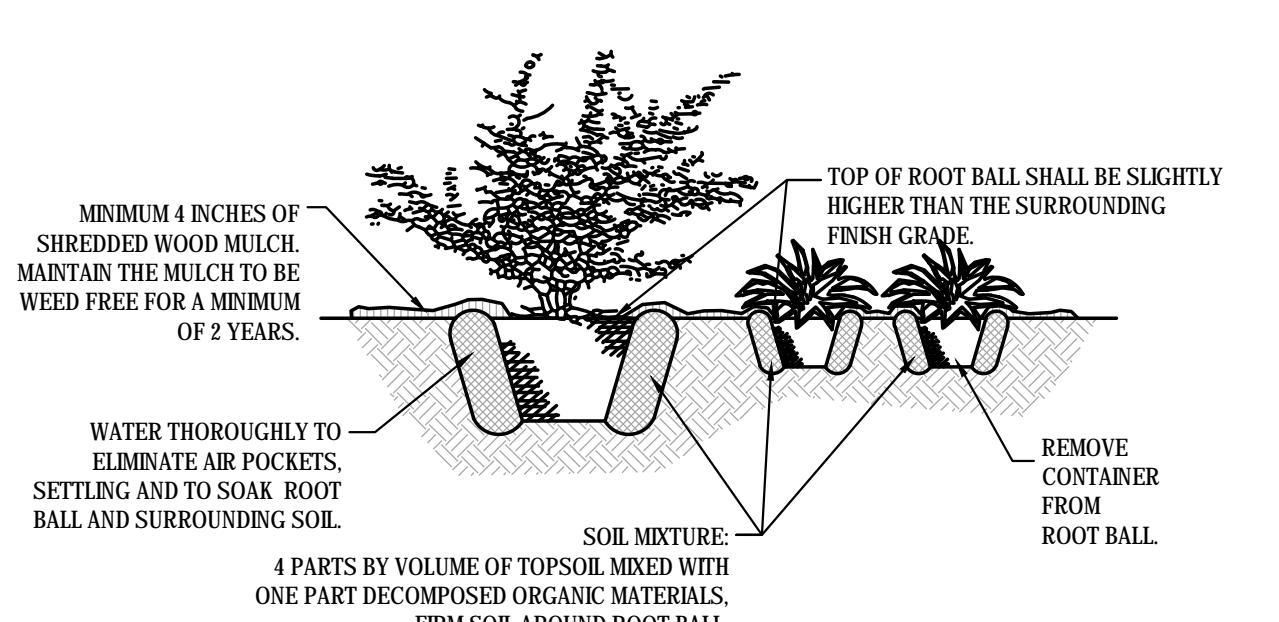
IRRIGATION NOTES:

1. Irrigation bid to include meter pit and MUD fees.
2. Irrigate all sodded areas.
3. Irrigation controller to be mounted in a steel utility box with hasp for pad lock.
4. Irrigation system to be guaranteed for 1 year. Written guarantee to be supplied prior to final payment.
5. Irrigation contractor responsible to winterize system one time.
6. Irrigation contractor to furnish as built drawing of the system and catalogue cuts of the installed equipment prior to final payment.
7. Irrigation contractor to provide owner and engineer an irrigation plan shop drawing and equipment catalog cuts for approval prior to installation.
8. Contractor to coordinate work with other amenities contractors.



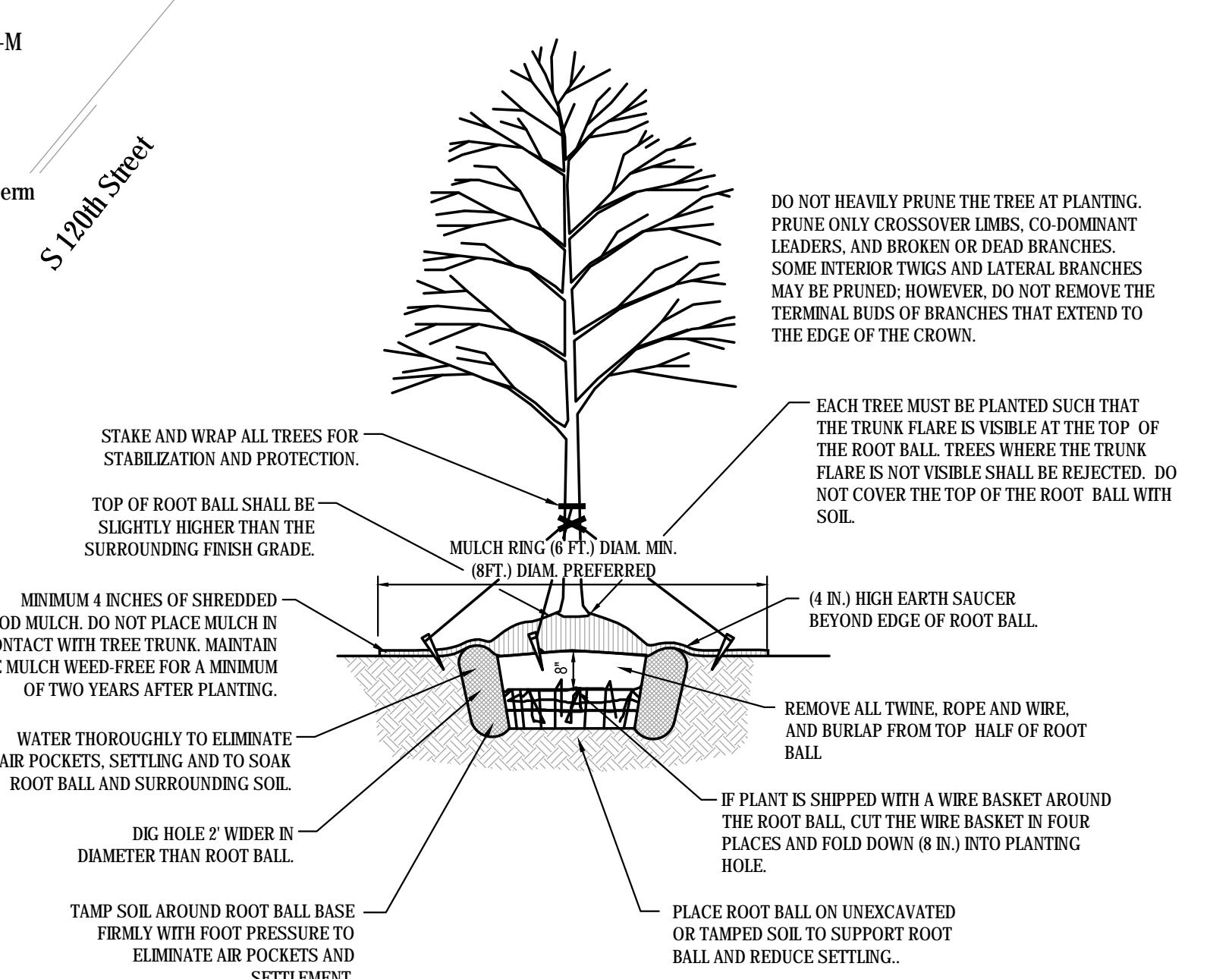
PLANT SCHEDULE

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
A	2	<i>Platanus occidentalis</i>	American Sycamore	3"	B&B
B	2	<i>Gleditsia triacanthos 'Shademaster'</i>	Shademaster Honeylocust	3"	B&B
C	4	<i>Acer rubrum 'Red Sunset'</i>	Red Sunset Maple	3"	B&B
D	6	<i>Malus 'Indian Magic'</i>	Indian Magic Crabapple	2 1/2"	B&B
E	5	<i>Malus 'Spring Snow'</i>	Spring Snow Crabapple	2 1/2"	B&B
F	3	<i>Picea pungens 'glauca Fastigiata'</i>	Columnar Colorado Blue Spruce	7'-8'	B&B
G	49	<i>Viburnum dentatum</i>	Arrow-Wood Viburnum	5 Gal.	Cont.
H	24	<i>Berberis thunbergii</i>	Crimson Pygmy Barberry	5 Gal.	Cont.
I	13	<i>Rosa 'Knockout'</i>	Knockout Rose	2 Gal.	Cont.
J	3	<i>Juniperus chinensis 'Sea Green'</i>	Sea Green Juniper	5 Gal.	Cont.
K	24	<i>Taxus x media 'Densiformis'</i>	Dense Yew	18-24"	Cont.
L	45	<i>Schizachyrium scoparium</i>	Little Bluestem Grass	2 Gal.	Cont.
M	99	<i>Hemerocallis x 'Stella de Oro'</i>	Stella D'oro Daylily	1 Gal.	Cont.
N	40	<i>Veronica x 'Sunny Border Blue'</i>	Sunny Border Blue Veronica	1 Gal.	Cont.
O	26	<i>Sedum 'Autumn Joy'</i>	Autumn Joy Sedum	1 Gal.	Cont.



SHRUB & PERENNIAL PLANTING DETAIL

NOT TO SCALE



SEE PLANTING DETAIL - B & B TREE

NOT TO SCALE

Date: 10/12/2006		Section:	Description	
Designed By: MT		Date:	Description	
Drawn By: MT		Date:	Description	
Scale: 1"=20'				
Sheet: 4 of 4				

SOUTHPORT EAST REPLAT SIX

PLANNED UNIT DEVELOPMENT

LANDSCAPE PLAN

LAVISTA, NEBRASKA

Engineering Answers

E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services

330 North 117th Street Omaha, NE 68154
Phone: 402.895.4700 Fax: 402.895.3599
www.eacg.com

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 18, 2016 AGENDA

Subject:	Type:	Submitted By:
APPLICATION FOR FLUM AMENDMENT, REZONING & PRELIMINARY PLAT, TAX LOT 4 EXC S 1551.37 FT & EXC ROW 23-14-11 (SW OF 144 TH & GILES ROAD)	◆ RESOLUTION (2) ORDINANCE (1) RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled to consider an amendment to the Future Land Use Map of the Comprehensive Plan, a rezoning and a preliminary plat for approximately 30.67 acres located southwest of 144th Street and Giles Road.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled to consider an amendment to the Future Land Use Map of the Comprehensive Plan, a rezoning and a preliminary plat application submitted by LB Southwest, LLC, on behalf of the property owner, Frank J. Wear, on approximately 30.67 acres currently described as Tax Lot 4 EXC S 1551.37 FT & EXC ROW 23-14-11. The property is generally located on the southwest corner of 144th Street and Giles Road.

The purpose of the requests is to allow for an automobile dealership. A detailed staff report is attached.

The Planning Commission held public hearings on September 15 2016, and unanimously recommended approval of the amendment to the Future Land Use Map of the Comprehensive Plan, the rezoning, and the preliminary plat as the request is consistent with the Comprehensive Plan, Zoning Ordinance and Subdivision Regulations.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, IN SUPPORT OF AMENDING THE FUTURE LAND USE MAP PORTION OF THE COMPREHENSIVE PLAN.

WHEREAS, the Future Land Use map contains an area of approximately 30 acres located south of Giles Road and west and west of 144th Street designated as partially "Commercial" and partially "Industrial"; and

WHEREAS, the Planning Commission has recommended approval of a request to amend the Future Land Use Map of the Comprehensive Plan for approximately 30 acres from partially "Commercial" and partially "Industrial" to entirely "Commercial" land uses; and

WHEREAS, the requested amendment is compatible with the surrounding land uses;

WHEREAS, an amendment to the Future Land Use Map is appropriate and consistent with the land use policies of the Comprehensive Plan; and

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of La Vista, Nebraska, hereby directs the City Administrator to prepare the necessary amendment to the Future Land Use Map of the Comprehensive Plan south of Giles Road and west of 144th Street for approximately 30 acres from partially "Commercial" and partially "Industrial" to entirely "Commercial" land uses as identified in the attached Exhibit A.

PASSED AND APPROVED THIS 18th DAY OF OCTOBER, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

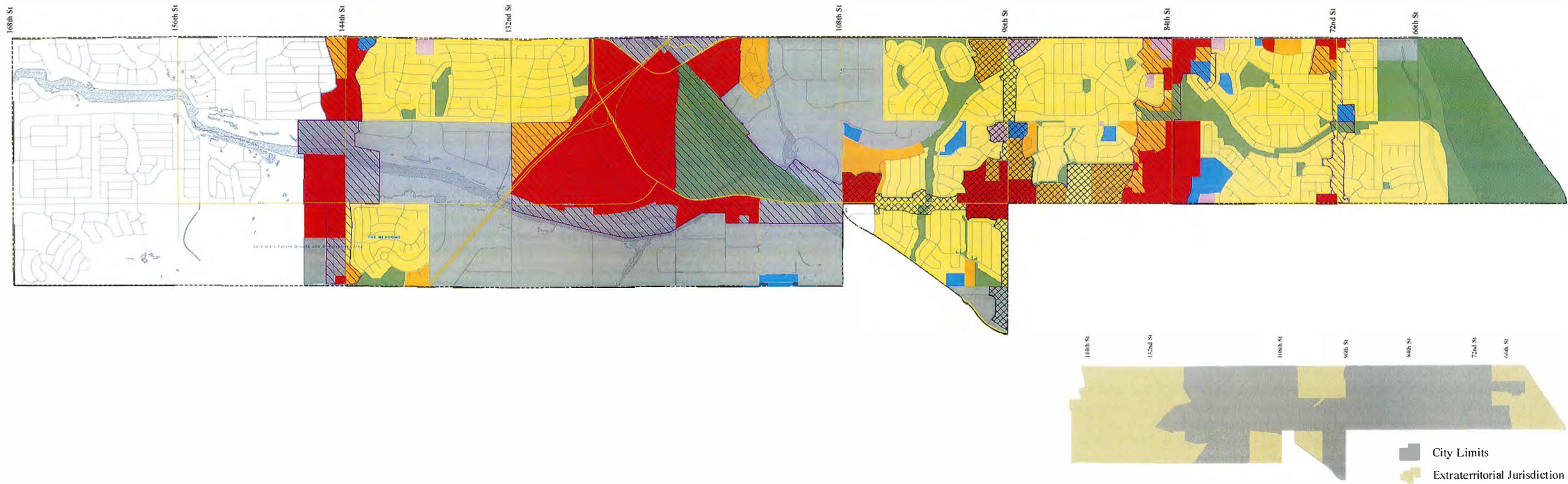
ATTEST:

Pamela A. Buethe, CMC
City Clerk

City of La Vista, NE - Future Land Use Map

Adopted 10-18-2016

Resolution # 16-_____



Future Land Use		Floodway
	Medium Density Residential	
	High Density Residential	

* THE FLOODPLAIN DEPICTED ON THIS MAP IS APPROXIMATE. FOR EXACT FLOODWAY AND FLOODPLAIN LOCATIONS, PLEASE REFER TO THE APPROPRIATE FLOOD INSURANCE RATE MAP.



THIS MAP WAS PREPARED USING INFORMATION
FROM RECORD DRAWINGS SUPPLIED BY
APPLICABLE CITY, COUNTY, STATE, FEDERAL,
OR PUBLIC OR PRIVATE ENTITIES. THE
ACCURACY OF THIS MAP CAN NOT BE
GUARANTEED. THIS IS NOT A SCALED PLAT.

EXHIBIT A

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

Section 1. Approval of Rezoning. On September 15, 2016, the La Vista Planning Commission conducted a public hearing on the matter of rezoning the tract of land set forth in Section 2 of this ordinance and reported to the City Council that it recommended approval of the zoning of said tract be changed from "I-1" Light Industrial District" and "C-1" Shopping Center Commercial District, Gateway Corridor District (Overlay District) to "C-3" Highway Commercial / Office Park District, Gateway Corridor District (Overlay District) and PUD Planned Unit Development District (Overlay District). On October 18, 2016, the City Council held a public hearing on said proposed change in zoning and found and determined that said proposed changes in zoning are advisable and in the best interests of the City. The City Council further found and determined that public hearings were duly held and notices, including published notice, written notice to adjacent property owners and notice posted at the properties, were duly given pursuant to Section 9.01 of the Zoning Ordinance. The City Council hereby approves said proposed changes in zoning as set forth in Section 2 of this ordinance.

Section 2. Amendment of the Official Zoning Map. Pursuant to Article 3 of the Zoning Ordinance, the following described tract of land is hereby rezoned from "I-1" Light Industrial District and "C-1" Shopping Center Commercial District, Gateway Corridor District (Overlay District) to "C-3" Highway Commercial / Office Park District, Gateway Corridor District (Overlay District) and PUD Planned Unit Development District (Overlay District), and the Official Zoning Map of the City of La Vista is hereby amended to reflect the changes in zoning of the following described tracts of land from "I-1" Light Industrial District and "C-1" Shopping Center Commercial District, Gateway Corridor District (Overlay District) to "C-3" Highway Commercial / Office Park District, Gateway Corridor District (Overlay District) and PUD Planned Unit Development District (Overlay District):

Tax Lot 4, in Section 23, Township 14 North, Range 11 East of the 6th P.M., except Meadows Boulevard and except that part platted as Lakeview South and except that part platted as Lakeview South No. 7 Replat 1, and except those parts subject to statutory roads, in Sarpy County, Nebraska.

The amended version of the official zoning map of the City of La Vista is hereby adopted and shall be signed by the Mayor, attested to by the City Clerk and shall bear the seal of the City under the following words:

"This is to certify that this is the official zoning map referred to in Article 3 Section 3.02 of Ordinance No. 848 of the City of La Vista, Nebraska"

and shall show the date of the adoption of that ordinance and this amendment.

Section 3. Effective Date. This ordinance shall be in full force and effect upon the date passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 18TH DAY OF OCTOBER 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

I:\Administration\BRENDA\My Documents\COUNCIL\ORDINANC\Woodhouse Place - Rezone.Doc

RESOLUTION NO. 16-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF THE PRELIMINARY PLAT FOR PART OF TAX LOT 4, PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, TO BE REPLATTED AS LOTS 1 & 2, WOODHOUSE PLACE, A SUBDIVISION LOCATED IN THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, LB Southwest, LLC, on behalf of the property owner, Frank J. Wear, of the above described piece of property have made application for approval of a preliminary plat for Part of Tax Lot 4, Part of the East Half of the Northeast Quarter of Section 23, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, to be replatted as Lots 1 & 2, Woodhouse Place; and

WHEREAS, the City Planner and the City Engineer have reviewed the preliminary plat; and

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

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the preliminary plat for Part of Tax Lot 4, Part of the East Half of the Northeast Quarter of Section 23, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, to be replatted as Lots 1 & 2, Woodhouse Place, a subdivision located in the Northeast 1/4 of Section 23, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, generally located southwest of 144th Street and Giles Road, be, and hereby is, approved.

PASSED AND APPROVED THIS 18th DAY OF OCTOBER 2016.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk



CITY OF LA VISTA
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: 2016-SUB-10

For Hearing of: October 18, 2016
Report Prepared on: October 5, 2016

I. GENERAL INFORMATION

A. APPLICANT:

LB Southwest, LLC
6603 "L" Street
Omaha, NE 68117

B. PROPERTY OWNER:

Wear, Frank J
6440 S 118TH PL
OMAHA, NE 68137

C. LOCATION: Southwest of the intersection of Giles Road and 144th Street (Highway 50).

D. LEGAL DESCRIPTION: Tax Lot 4 EXC S 1551.37 FT & EXC ROW 23-14-11

E. REQUESTED ACTION(S):

1. Comprehensive Plan Amendment – Future Land Use Map; from Commercial and Industrial to entirely Commercial
2. Zoning Map Amendment (Rezoning); from I-1 Light Industrial and C-1 Shopping Center Commercial with a Gateway Corridor District (Overlay District) to C-3 Highway Commercial / Office Park District with a Gateway Corridor District (Overlay District) and a PUD Planned Unit Development District (Overlay District) and
3. Preliminary Plat for Woodhouse Place.

F. EXISTING ZONING AND LAND USE:

Eastern half of Tax Lot 4, 23-14-11: C-1 Shopping Center Commercial with a Gateway Corridor Overlay (Overlay District); Vacant

Western half of Tax Lot 4, 23-14-11: I-1 Light Industrial District; Vacant

G. PURPOSE OF REQUEST: Comprehensive Plan Amendment – Future Land Use Map, Zoning Map Amendment, and Preliminary Plat to divide Tax Lot 4, 23-14-11 into two lots with associated right-of-way to allow for the development of an automobile dealership.

H. SIZE OF SITE: 30.67 Acres

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: The property is currently vacant. The land has a downward slope towards the north.

B. GENERAL NEIGHBORHOOD/AREA ZONING AND LAND USES:

1. **North:** C-1 Shopping Center Commercial District with a Gateway Corridor Overlay (Overlay District); Vacant
2. **East:** The Meadows Subdivision; R-1 Single Family Residential; Single Family Houses
3. **South:** Lakeview South II; I-1 Light Industrial with a Gateway Corridor Overlay (Overlay District); Various Light Industrial uses.
4. **West:** Chalco Hills Recreation Area; AG Agricultural (Sarpy County); Dam site

C. RELEVANT CASE HISTORY:

1. N/A

D. APPLICABLE REGULATIONS:

1. Chapter 4 of the La Vista Comprehensive Plan 2007 – Future Land Use Plan
2. Section 5.12 of the Zoning Regulations – C-3 Highway Commercial / Office Park District
3. Section 5.15 of the Zoning Regulations – PUD Planned Unit Development District (Overlay District)
4. Section 5.17 of the Zoning Regulations – Gateway Corridor District (Overlay District)
5. Section 3.03 of the Subdivision Regulations – Preliminary Plat Specifications

III. ANALYSIS

A. COMPREHENSIVE PLAN: The Future Land Use Map of the Comprehensive Plan currently designates the eastern half of the lot for commercial uses, with the western half designated for industrial uses.

Tax Lot 10A 14-14-11, immediately north of the subject property (across Giles Road), is currently designated as Commercial within the Future Land Use Map. Continuing the subject property's commercial zoning to its western lot line would mirror the commercial designation on both sides of this stretch of Giles Road.

B. OTHER PLANS: Not applicable.

C. TRAFFIC AND ACCESS:

1. The proposed Zoning Map amendment is intended to allow for the rezoning of the property to a commercial district that allows for automobile sales.

2. The subject property's designation on the Zoning Map is split in half, with I-1 Light Industrial on the west side and C-1 Shopping Center Commercial on the east side. This zoning is problematic as it depicts different zoning districts on portions of the same lot. Rezoning the entire lot as a single commercial district would remove this problem.
3. Tax Lot 10A 14-14-11, immediately north of the subject property (across Giles Road), is currently zoned C-1 Shopping Center Commercial. Continuing the subject property's commercial zoning to its western lot line would mirror the commercial zoning on both sides of this stretch of Giles Road.
4. The proposed preliminary plat designates an access point to Giles Road near the northwest corner of the property. Although access control standards for arterial roads limit the closest full access point to $\frac{1}{4}$ mile from the intersection of Highway 50 and Giles Road, the constraints of federal land ownership of the Chalco Hills recreation area and utility issues have caused the full access intersection to be located closer than the $\frac{1}{4}$ mile standard.

This preliminary plat also proposes a connection to 145th Street in the southeast corner of the property.

6. A traffic study for the development was completed and reviewed by the City Engineer as well as Sarpy County Public Works as the property is outside of the City Limits.

The study concludes that there will be no queuing problems associated with the proposed property entrance on Giles Road. The study also concluded that a traffic signal would not be warranted at that location as well.

D. UTILITIES:

1. The property has access to water, gas, power and communication utilities. At the time of development a sewer connection to the Sarpy County Industrial Sewer system to the north of the property will need to be constructed and a connection agreement entered into that provides for this connection. The property will be required to utilize the MUD water system for service.

IV. REVIEW COMMENTS:

1. After approval of the amendments to the Future Land Use Map, amendments to the Zoning Map, and the preliminary plat, the applicant will need to apply for approval of a Conditional Use Permit, a Planned Unit Development site plan approval, and the Final Plat prior to commencing construction of the development.
2. The applicant has supplied a wetlands delineation report to the U.S. Army Corps of Engineers. The applicant's engineering consultant

that compiled the report believes that there are no wetlands or jurisdictional waterways within the project limits. No permits for public improvements or grading permits impacting such jurisdictional areas will be granted until the necessary permitting is completed with the U.S. Army Corps of Engineers.

3. A draft subdivision agreement is not required for approval of the Preliminary Plat, however a draft agreement is necessary before City Council consideration of the Final Plat. It is understood that the applicant does not intend to use an SID for financing the project. However, there still needs to be an estimate of infrastructure costs provided. The draft subdivision agreement will have to identify who will be responsible to maintain the proposed public improvements until such time as this area is annexed into the City.
4. The applicant will need to work with Sarpy County regarding a connection agreement to the existing Sarpy County Industrial Sewer to the north of the subject property for sanitary sewer service. The applicant will also need to reach an agreement with the adjoining property owner to the north for an easement to connect to the Sarpy County Industrial Sewer.
5. The Papio NRD has requested to review paving, signage and grading plans regarding the crossing and connections to the "Chalco Connector Trail" along the south side of Giles Road. This review will need to be conducted prior to the development of the property.

V. STAFF RECOMMENDATION – Amendment to the Comprehensive Plan Amendment – Future Land Use Map:

Staff recommends approval of the amendment to the Future Land Use Map of the Comprehensive Plan from Commercial and Industrial to entirely Commercial.

VI. STAFF RECOMMENDATION – Amendment to the Zoning Map (Rezoning):

Staff recommends approval of the amendment to the Zoning Map (Rezoning) from I-1 Light Industrial and C-1 Shopping Center Commercial with a Gateway Corridor District (Overlay District) to C-3 Highway Commercial / Office Park District with a Gateway Corridor District (Overlay District) and a PUD Planned Unit Development District (Overlay District), contingent on the approval of the amendment to the Future Land Use Map of the Comprehensive Plan as the request is consistent with the Zoning Ordinance and the Comprehensive Plan.

VII. STAFF RECOMMENDATION – Preliminary Plat:

Staff recommends approval of the preliminary plat, contingent on the approval of the amendment to the Future Land Use Map of the Comprehensive Plan and the amendment to the Zoning Map (Rezoning), as the request is consistent with the Subdivision Regulations and the Comprehensive Plan.

VIII. PLANNING COMMISSION RECOMMENDATION – Amendment to the Comprehensive Plan Amendment – Future Land Use Map:

The Planning Commission held a public hearing on September 15, 2016 and unanimously recommended approval of the amendment to the Future Land Use Map of the Comprehensive Plan from Commercial and Industrial to entirely Commercial.

IX. PLANNING COMMISSION RECOMMENDATION – Amendment to the Zoning Map (Rezoning):

The Planning Commission held a public hearing on September 15, 2016 and unanimously recommended approval of the amendment to the Zoning Map, rezoning, from I-1 Light Industrial and C-1 Shopping Center Commercial with a Gateway Corridor District, to C-3 Highway Commercial / Office Park District with a Gateway Corridor District and a PUD Planned Unit Development District, contingent on the approval of the amendment to the Future Land Use Map of the Comprehensive Plan as the request is consistent with the Zoning Ordinance and the Comprehensive Plan.

X. PLANNING COMMISSION RECOMMENDATION – Preliminary Plat:

On September 15, 2016 the Planning Commission voted unanimously to recommended approval of the preliminary plat, contingent on the approval of the amendment to the Future Land Use Map of the Comprehensive Plan and the amendment to the Zoning Map, rezoning, as the request is consistent with the Subdivision Regulations and the Comprehensive Plan.

X. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. Staff Review Letter
3. Applicant Response Letter
4. Preliminary Plat Map

XII. COPIES OF REPORT SENT TO:

1. Paul Cech, LB Southwest, LLC
2. Scott Loos, Lamp, Rynearson & Associates, Inc.
3. Public Upon Request

Prepared by:

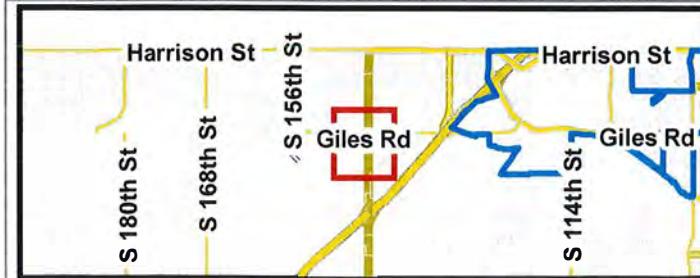
Community Development Director

10-12-16

Date



Project Vicinity Map



Woodhouse Place

8-17-2016
CSB





August 17, 2016

Scott R. Loos, P.E.
Senior Project Manager
Lamp Rynearson
14710 West Dodge Road, Suite 100
Omaha, NE 68154

RE: Future Land Use Map Amendment, Zoning Map Amendment, and Preliminary Plat – Initial Review
Woodhouse Place

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 Comprehensive Plan, Zoning Ordinance, and Subdivision Regulations, the City has the following comments:

Future Land Use Map Amendment

1. City staff will prepare the necessary documentation regarding the request to amend the Future Land Use Map to designate the western half of Tax Lot 4 as Commercial.

Zoning Map Amendment

2. City staff will prepare the necessary documentation regarding the request to amend the Zoning Map to designate entire property as C-3 Highway Commercial / Office Park District with a Gateway Corridor Overlay District.

Preliminary Plat

1. The preliminary plat has been sent to the Nebraska Department of Roads for review and comment since it abuts State Hwy. 50 and will affect traffic operations at two intersections on Hwy. 50 under their control. In addition to general review of the plat documents, the City has provided the documents to have NDOR verify the extent of access control that is indicated on the preliminary plat. Review comments are expected in the near future and forwarded on as necessary.

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
p: 402-331-4343
f: 402-331-4375

Community Development
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p: 402-331-4343
f: 402-331-4375

Fire
8110 Park View Blvd.
p: 402-331-4748
f: 402-331-0410

Golf Course
8305 Park View Blvd.
p: 402-339-9147

Library
9110 Giles Rd.
p: 402-537-3900
f: 402-537-3902

Police
7701 South 96th St.
p: 402-331-1582
f: 402-331-7210

Public Buildings & Grounds
8112 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Public Works
9900 Portal Rd.
p: 402-331-8927
f: 402-331-1051

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



2. The preliminary plat has been sent to the Papio-Missouri River Natural Resources District for review and comment since it abuts the Wehrspann Lake Dam Site which is maintained by the PMRNRD and since there is a hiking biking trail in an easement which will intersect with proposed 145th Street. Review comments are expected in the near future and forwarded on as necessary.
3. To comply with Article 3.03.07 and 3.03.11, the applicant needs to submit information showing the extent of jurisdictional waterways and wetlands on the property. No permits for public improvements or grading permits impacting such jurisdictional areas will be granted until the necessary permitting is completed with the U.S. Army Corps of Engineers.
4. The location of the existing driveway on the north side of Giles Road in the vicinity of the proposed connection of 145th Street to Giles Road must be shown. This is required per Article 3.03.07.
5. The proposed plat needs to show at least 50 feet of right of way for Giles Road and this will require a dedication of at least 17 additional feet. Giles Road is considered an arterial street and Section 4.24 of the Subdivision Regulations requires a minimum of 100 feet of right of way for which one-half would come from this abutting project. The preliminary plat also needs to identify the extent of a recent right of way acquisition by Sarpy County for the ongoing Giles Road improvements if that is not represented by the boundary shown on the preliminary plat. The applicant needs to achieve confirmation from Sarpy County that the boundary as indicative of their recent acquisition.
6. The preliminary plat needs to show the existing water mains owned by the Metropolitan Utilities District abutting the property. The water to serve this development needs to come from the Metropolitan Utilities District. This is required by Section 5.10 of the Subdivision Regulations since MUD is the only water utility authorized by the City.
7. There needs to be a notation on the preliminary plat paving and sewer exhibit identifying the proposed pavement thickness. Section 4.24, Footnote 7 of the Subdivision Regulations would require at least 8 inch thick concrete pavement.
8. The proposed width of the sanitary sewer easement north of Giles Road needs to be identified. Note 5 on the preliminary plat indicates proposed easements are to be granted to the City of La Vista. This is partially correct as the City would be a beneficiary at such time as the property is annexed into the City limits. However, until then, the proposed sewer easements will need to be granted to some other entity that will be responsible for maintenance prior to annexation which is likely many years into the future.

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9. In regards to Article 3.03.14, the applicant needs to identify what the proposed use of Lot 2 will be due to its irregular configuration. The applicant should be aware that all street frontages are considered front yards for setback purposes.
10. A draft subdivision agreement is not required for Planning Commission consideration, however a draft agreement is necessary before City Council consideration. It is understood that the applicant does not intend to use an SID for financing the project. However, there still needs to be an estimate of infrastructure costs provided. The draft subdivision agreement will have to identify who will be responsible to maintain the proposed public improvements until such time as this area is annexed into the City.
11. A conceptual level erosion control plan has been provided. The applicant should be aware that no grading cannot be started until a grading permit has been processed through the Permix web site.
12. The City Engineer and Sarpy County Public Works have determined that a traffic impact analysis needs to be performed for the proposed development. The proposed intersection of 145th Street with Giles Road will need to be aligned with the existing apartment complex entrance on the north side of Giles Road to the west of the proposed connection. The apartment entrance could be relocated if those property owners are agreeable. The study will need to address impacts to progression of traffic along Giles Road due to the proposed full access intersection, impacts to the operation of the signal at Hwy. 50 and Giles Road (and at Hwy. 50 and Meadows Blvd. if required by the NDOR), and adequacy of left turn storage bays on the north and south approaches to Giles Road at the proposed 145th Street intersection. Analyses should address full buildout conditions and 2040 conditions. Generally, traffic impact study content and methods should follow the guidance offered by the City of Omaha Traffic Engineering Division. The Sarpy County Public Works Department will be reviewing the traffic study as well and may have other requests. The applicant may wish to prepare a study scope and submit that for approval before conducting the study.
13. A drainage map showing the service area for the proposed sanitary sewer north of Giles Road should be provided along with preliminary design flows and capacity calculations to verify that the proposed 8-inch sanitary sewer will be adequate. The map should be based on the gravity service area and anticipate that the existing lift station in 145th Street will be removed at some point.
14. The storm sewer drainage study that has been submitted is still under review. Staff will provide comments regarding the drainage study at a future date.
15. The proposed street is shown to be 28 feet wide in a 60 feet wide right of way (except where it widens for a left turn lane at the approach to Giles Road) which is

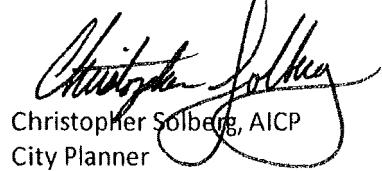
satisfactory. The 28 feet width matches the existing width of 145th Street and exceeds the minimum 25 feet required.

16. It appears that a water quality basin on Lot 2 will be utilized to serve runoff from a portion of Lot 1. There will need to be appropriate easement and maintenance documents provided at the time of final plat submittal to support this shared solution.

Please respond as soon as possible as to your ability to submit revised documentation by September 1, 2016 as our internal publication deadline for the September 15, 2016 Planning Commission meeting is August 26, 2016. Resubmittals should be comprised of 4 full size copies (along with electronic copies) of the revised documents.

If you have any questions regarding these comments please feel free to contact me at any time.

Thank you,



Christopher Solberg, AICP
City Planner

Attachment

cc: Ann Birch, Community Development Director
John Kottmann, City Engineer



LAMP RYNEARSON

14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154
[P] 402.496.2498
[F] 402.496.2730
www.LRA-inc.com

September 1, 2016

Mr. Christopher Solberg
City of LaVista
Community Development
8116 Park View Boulevard
LaVista, NE 68128

REFERENCE: Woodhouse Place
Preliminary Plat
City of LaVista Initial Review
LRA Job No. 0116050.01-002

Dear Mr. Solberg:

I am in receipt of your letter dated August 17, 2016, in review of Woodhouse Place Preliminary Plat application materials. Following are Lamp Rynearson's responses to your comments:

Future Land Use Map Amendment

1. City staff will prepare the necessary documentation regarding the request to amend the Future Land Use Map to designate the western half of Tax Lot 4 as Commercial.

RESPONSE: Concur.

Zoning Map Amendment

2. City staff will prepare the necessary documentation regarding the request to amend the Zoning Map to designate entire property as C-3 Highway Commercial / Office Park District with a Gateway Corridor Overlay District.

RESPONSE: Concur.

Preliminary Plat

1. The preliminary plat has been sent to the Nebraska Department of Roads for review and comment since it abuts State Hwy. 50 and will affect traffic operations at two intersections on Hwy. 50 under their control. In addition to general review of the plat documents, the City has provided the documents to have NDOR verify the extent of access control that is indicated on the preliminary plat. Review comments are expected in the near future and forwarded on as necessary.

RESPONSE: Concur.

2. The preliminary plat has been sent to the Papio-Missouri River Natural Resources District for review and comment since it abuts the Wehrspann Lake Dam Site which is maintained by the PMRNRD and since there is a hiking biking trail in an easement which will intersect with proposed 145th Street. Review comments are expected in the near future and forwarded on as necessary.

RESPONSE: Concur.

LAMP RYNEARSON COMPANIES



LAMP RYNEARSON



3. To comply with Article 3.03.07 and 3.03.11, the applicant needs to submit information showing the extent of jurisdictional waterways and wetlands on the property. No permits for public improvements or grading permits impacting such jurisdictional areas will be granted until the necessary permitting is completed with the U.S. Army Corps of Engineers.

RESPONSE: Concur. A copy of Lamp Rynearson's wetland delineation report that was submitted to the U.S. Army Corps of Engineers is enclosed for your information. Based on the delineation results, we believe that there are no wetlands or jurisdictional waterways within the project limits.

4. The location of the existing driveway on the north side of Giles Road in the vicinity of the proposed connection of 145th Street to Giles Road must be shown. This is required per Article 3.03.07.

RESPONSE: Concur. The location of the existing driveway on the north side of Giles Road is shown on the enclosed revised preliminary plat and exhibits.

5. The proposed plat needs to show at least 50 feet of right of way for Giles Road and this will require a dedication of at least 17 additional feet. Giles Road is considered an arterial street and Section 4.24 of the Subdivision Regulations requires a minimum of 100 feet of right of way for which one-half would come from this abutting project. The preliminary plat also needs to identify the extent of a recent right of way acquisition by Sarpy County for the ongoing Giles Road improvements if that is not represented by the boundary shown on the preliminary plat. The applicant needs to achieve confirmation from Sarpy County that the boundary is indicative of their recent acquisition.

RESPONSE: Concur. The required additional 17-foot right-of-way dedication is shown on the enclosed revised preliminary plat and exhibits. The plat and exhibits reflect the extent of the recent right-of-way acquisition by Sarpy County for the ongoing Giles Road improvements.

6. The preliminary plat needs to show the existing water mains owned by the Metropolitan Utilities District abutting the property. The water to serve this development needs to come from the Metropolitan Utilities District. This is required by Section 5.10 of the Subdivision Regulations since MUD is the only water utility authorized by the City.

RESPONSE: Concur. The location of the existing water mains owned by the Metropolitan Utilities District abutting the property is shown on the enclosed revised preliminary plat and exhibits.

7. There needs to be a notation on the preliminary plat paving and sewer exhibit identifying the proposed pavement thickness. Section 4.24, Footnote 7 of the Subdivision Regulations would require at least 8 inch thick concrete pavement.

RESPONSE: Concur. A notation identifying the proposed eight inch concrete pavement thickness is shown on the enclosed revised paving and sanitary sewer exhibit.

8. The proposed width of the sanitary sewer easement north of Giles Road needs to be identified. Note 5 on the preliminary plat indicates proposed easements are to be granted to the City of La Vista. This is partially correct as the City would be a beneficiary at such time as the property is annexed into the City limits. However, until then, the proposed sewer easements will need to be granted to some other entity that will be responsible for maintenance prior to annexation which is likely many years into the future.

RESPONSE: Concur. The proposed 20-foot width of the sanitary sewer easement north of Giles Road is identified on the revised paving and sanitary sewer exhibit. Note 5 on the preliminary plat has been revised to indicate that the proposed easement would be granted to Sarpy County.

9. In regards to Article 3.03.14, the applicant needs to identify what the proposed use of Lot 2 will be due to its irregular configuration. The applicant should be aware that all street frontages are considered front yards for setback purposes.

RESPONSE: Concur. The proposed use of Lot 2 will be for parking of automobiles for sale. As the proposed Woodhouse Place development has multiple buildings on Lot 1, and parking on Lot 2 without a principal structure, we understand that a planned unit development (PUD) plan will be required. We will work with the City of LaVista on the requirements of the PUD submittal that will likely occur concurrent with the submittal for a conditional use permit and the final plat.

10. A draft subdivision agreement is not required for Planning Commission consideration, however a draft agreement is necessary before City Council consideration. It is understood that the applicant does not intend to use an SID for financing the project. However, there still needs to be an estimate of infrastructure costs provided. The draft subdivision agreement will have to identify who will be responsible to maintain the proposed public improvements until such time as this area is annexed into the City.

RESPONSE: Concur. We will work with City staff on drafting a subdivision agreement prior to City Council consideration. An estimate of public infrastructure costs is enclosed.

11. A conceptual level erosion control plan has been provided. The applicant should be aware that no grading cannot be started until a grading permit has been processed through the Permix web site.

RESPONSE: Concur.

12. The City Engineer and Sarpy County Public Works have determined that a traffic impact analysis needs to be performed for the proposed development. The proposed intersection of 145Street with Giles Road will need to be aligned with the existing apartment complex entrance on the north side of Giles Road to the west of the proposed connection. The apartment entrance could be relocated if those property owners are agreeable. The study will need to address impacts to progression of traffic along Giles Road due to the proposed full access intersection, impacts to the operation of the signal at Hwy. 50 and Giles Road (and at Hwy. 50 and Meadows Blvd. if required by the NDOR), and adequacy of left turn storage bays on the north and south approaches to Giles Road at the proposed 145th Street intersection. Analyses should address full buildout conditions and 2040 conditions. Generally, traffic impact study content and methods should follow the guidance offered by the City of Omaha Traffic Engineering Division. The Sarpy County Public Works Department will be reviewing the traffic study as well and may have other requests. The applicant may wish to prepare a study scope and submit that for approval before conducting the study.

RESPONSE: Concur. A draft traffic study prepared in accordance with the requirements stated above is enclosed for your review. We believe the proposed intersection of 145th Street with Giles Road is shown at the most feasible location.

13. A drainage map showing the service area for the proposed sanitary sewer north of Giles Road should be provided along with preliminary design flows and capacity calculations to verify that the proposed 8-inch sanitary sewer will be adequate. The map should be based on the gravity service area and anticipate that the existing lift station in 145th Street will be removed at some point.

RESPONSE: Concur. A sanitary sewer impact point exhibit, which shows the drainage area for the proposed sanitary sewer north of Giles Road, along with preliminary design flows and capacity calculations, is enclosed.

Woodhouse Place
City of LaVista Initial Review
September 1, 2016
Page 4 of 4

14. The storm sewer drainage study that has been submitted is still under review. Staff will provide comments regarding the drainage study at a future date.

RESPONSE: Since receipt of your initial review comments on August 17, 2016, we have subsequently received e-mail comments from Mr. John Kottmann, LaVista City Engineer, a copy of which is enclosed. We will submit a revised drainage study in the near future which addresses Mr. Kottman's comments.

15. The proposed street is shown to be 28 feet wide in a 60 feet wide right of way (except where it widens for a left turn lane at the approach to Giles Road) which is satisfactory. The 28 feet width matches the existing width of 145th Street and exceeds the minimum 25 feet required.

RESPONSE: Concur.

16. It appears that a water quality basin on Lot 2 will be utilized to serve runoff from a portion of Lot 1. There will need to be appropriate easement and maintenance documents provided at the time of final plat submittal to support this shared solution.

RESPONSE: Concur. Appropriate easement and maintenance documents will be provided to the City at the time of final plat submittal.

In summary, the following items are enclosed:

- 1) Wetland Delineation Report.
- 2) Revised Preliminary Plat.
- 3) Revised Preliminary Plat Exhibits:
 - a. Paving and Sanitary Sewer.
 - b. Storm Sewer, Grading and Erosion Control.
 - c. Sanitary Sewer Impact Point).
- 4) Public Improvement Cost Estimate.
- 5) Draft Traffic Study.
- 6) John Kottmann Drainage Study E-Mail Review Comments.

Please contact me with any questions.

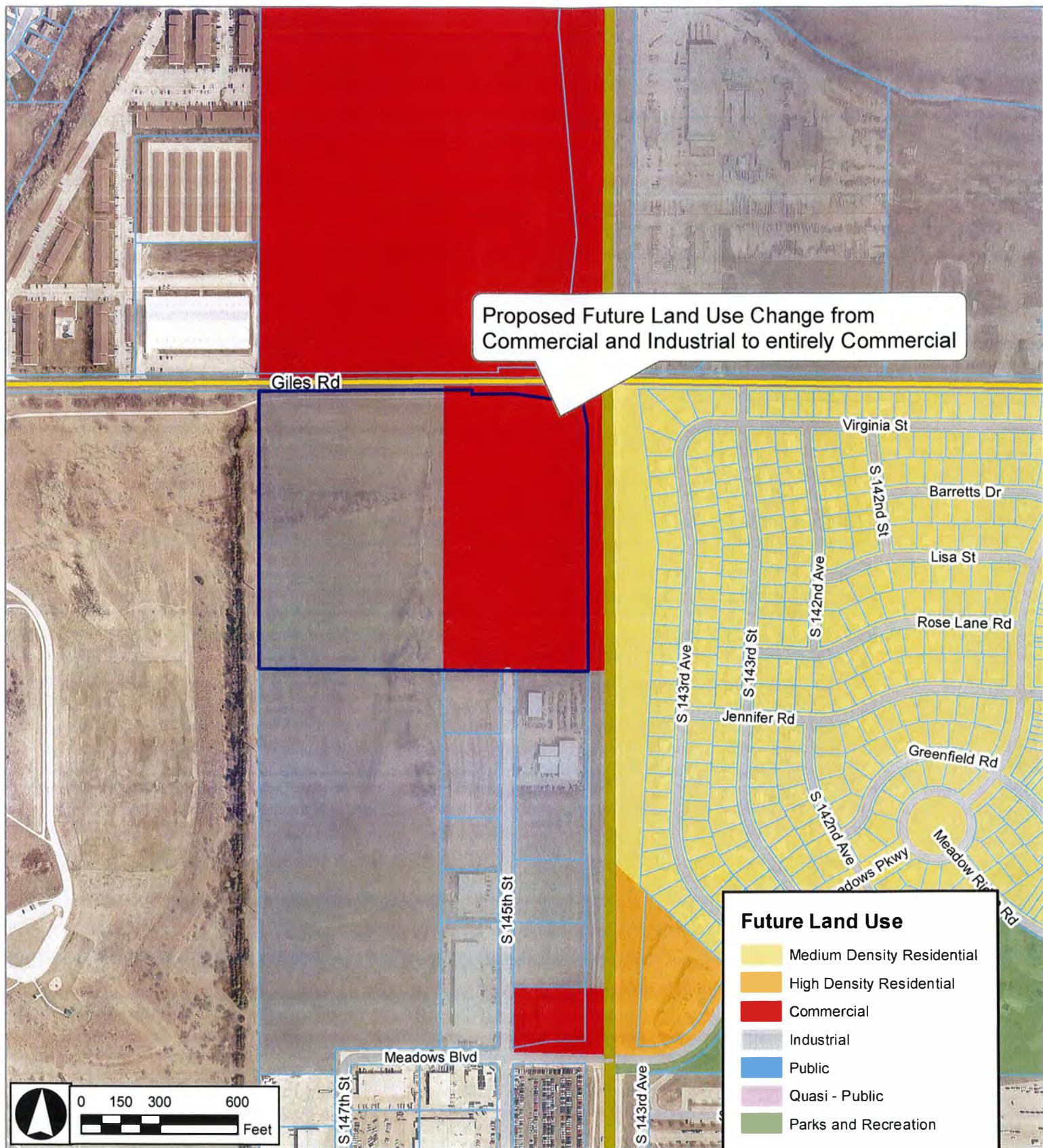
Sincerely,

LAMP RYNEARSON

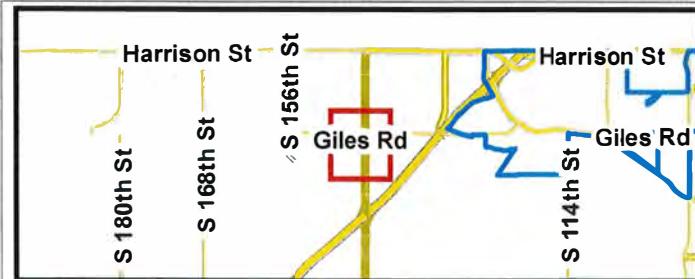

Scott R. Loos, P.E.
Senior Project Manager

Enclosures

c:	Ann Birch Larry Jobeun	John Kottmann Paul Cech	Pat Dowse Paul Jeffrey
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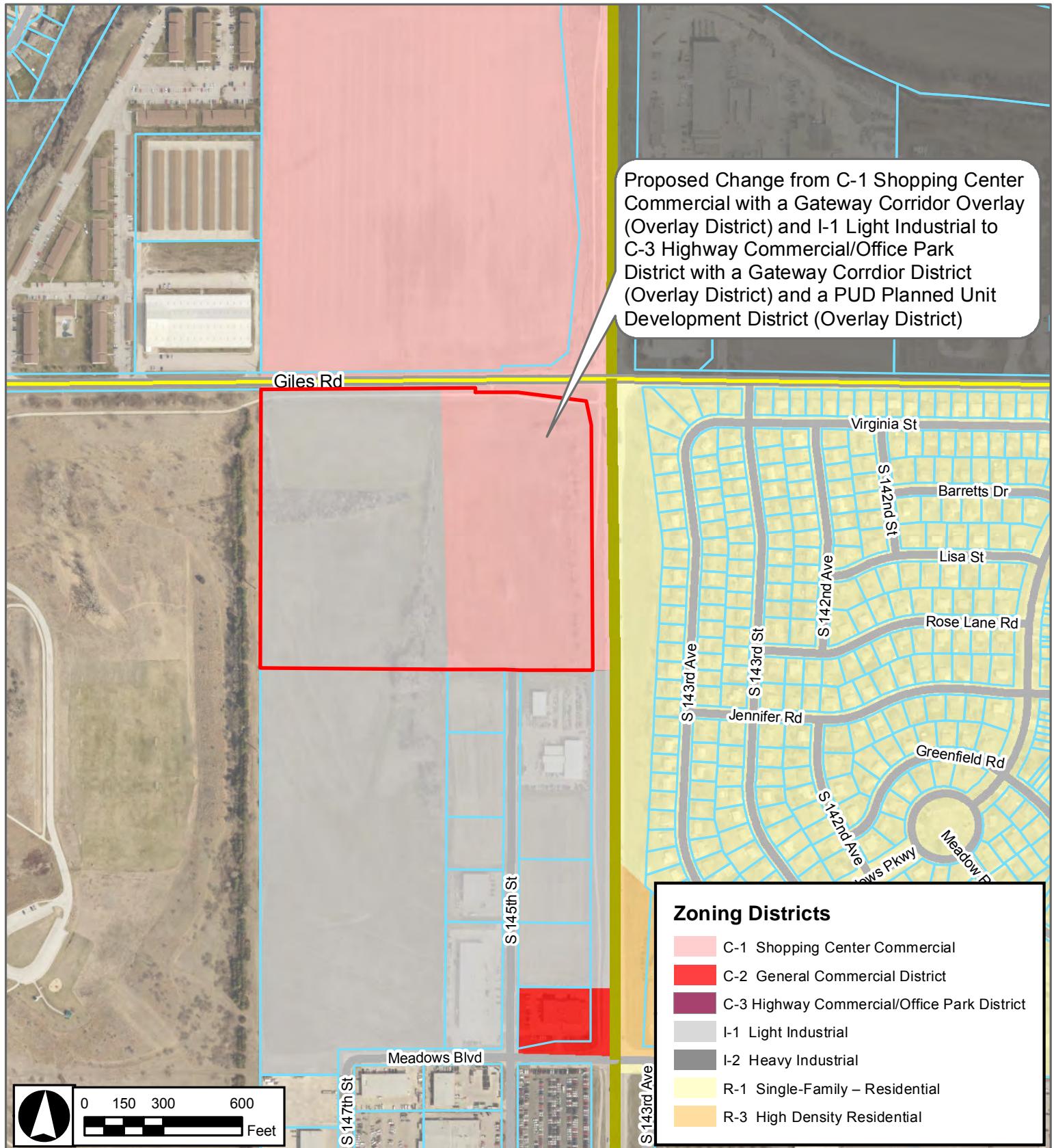
Future Land Use Amendment



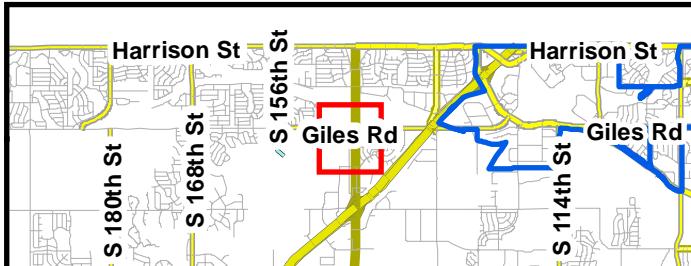
Woodhouse Place

9-7-2016
CSB





Zoning Map Amendment - Rezoning



Woodhouse Place

8-17-2016
CSB



CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 18, 2016 AGENDA

Subject:	Type:	Submitted By:
APPLICATION FOR REPLAT & SUBDIVISION AGREEMENT – LOT 11A, MAYFAIR 2 ND ADDITION REPLAT ONE (NE OF 99 TH STREET & HILLCREST PLAZA	◆ RESOLUTION (2) ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

Resolutions have been prepared to approve a Replat and a Subdivision Agreement for approximately 12.76 acres located northeast of the intersection of 99th Street and Hillcrest Plaza.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

Resolutions have been prepared to approve a replat and a subdivision agreement application by One Mayfair Place, LLC, on approximately 12.76 acres currently platted as Lot 11A, Mayfair 2nd Addition Replat One, generally located northeast of the intersection of 99th Street and Hillcrest Plaza.

The property is zoned C-1 Shopping Center Commercial District with the Gateway Corridor District (Overlay District). The property is currently undeveloped. The replat is for the purpose of subdividing the property into three lots for commercial development.

A detailed staff report is attached.

On September 15, 2016, the Planning Commission voted unanimously to recommend approval of the replat contingent upon the finalization of a subdivision agreement prior to City Council review as the replat request is consistent with the Comprehensive Plan and the Subdivision Regulations.

RESOLUTION NO. 16 - ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOT 11A, MAYFAIR 2ND ADDITION REPLAT ONE, TO BE REPLATTED AS LOTS 1 THRU 3, MAYFAIR 2ND ADDITION REPLAT SEVEN, A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of a replat for Lot 11A, Mayfair 2nd Addition Replat One, to be replatted as Lots 1 thru 3, Mayfair 2nd Addition Replat Seven; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on September 15, 2016, the La Vista Planning Commission held a public hearing and reviewed the replat and recommended approval subject to the following condition:
1. Finalization of a subdivision agreement.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the replat for Lot 11A, Mayfair 2nd Addition Replat One, to be replatted as Lots 1 thru 3, Mayfair 2nd Addition Replat Seven, a subdivision located in the Southeast Quarter of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located northeast of 99th Street and Hillcrest Plaza, be, and hereby is, approved.

PASSED AND APPROVED THIS 18TH DAY OF OCTOBER, 2016.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. 16 – ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR LOTS 1 THRU 3, MAYFAIR 2ND ADDITION REPLAT SEVEN SUBDIVISION.

WHEREAS, the City Council did on October 18, 2016, approve the final plat for Lots 1 thru 3, Mayfair 2nd Addition Replat Seven Subdivision subject to certain conditions; and

WHEREAS, the Subdivider, One Mayfair Place LLC, has agreed to execute a Subdivision Agreement satisfactory in form and content to the City; and

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement presented at the October 18, 2016, City Council meeting for the Mayfair 2nd Addition Replat Seven Subdivision be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute same on behalf of the City, subject to the conditions of Council replat approval and with such revisions that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 18TH DAY OF OCTOBER, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



CITY OF LA VISTA
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: 2016-SUB-09

For Hearing of: October 18, 2016
Report Prepared on: October 5, 2016

I. GENERAL INFORMATION

A. APPLICANT:

One Mayfair Place LLC
12408 S. 36th Street
Bellevue, NE 68123

B. PROPERTY OWNER:

One Mayfair Place LLC
12408 S. 36th Street
Bellevue, NE 68123

C. LOCATION: Northeast of the intersection of South 99th Street and Hillcrest Plaza.

D. LEGAL DESCRIPTION: Lot 11A, Mayfair 2nd Addition Replat One

E. REQUESTED ACTION(S): Replat of Lot 11A, Mayfair 2nd Addition Replat One

F. EXISTING ZONING AND LAND USE:

C-1 Shopping Center Commercial with a Gateway Corridor Overlay (Overlay District); Vacant

G. PURPOSE OF REQUEST: Replat into three separate lots for the purpose of creating pad sites for development.

H. SIZE OF SITE: 12.76 Acres

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: The property is currently vacant. The land has a gradual downward slope towards the south.

B. GENERAL NEIGHBORHOOD/AREA ZONING AND LAND USES:

1. North: Lots 1-11, Mayfair 2nd Addition, R-1 Single Family Residential; Single family housing

2. East: Lot 2, Mayfair 2nd Addition Replat Three and Lot 1, Mayfair 2nd Addition Replat Five; C-1 Shopping Center Commercial District with Gateway Corridor Overlay District; Vacant and Primrose Childcare.

Lot 2, Mayfair 2nd Addition Replat Five; R-3 PUD High-Density Residential with Planned

- 3. **South:** Unit Development Overlay District and Gateway Corridor Overlay District; vacant Lots 1-3, Mayfair 2nd Addition, Replat One, C-1 C-1 Shopping Center Commercial with Gateway Corridor Overlay District; Culvers, Multi-tenant building, vacant.
- 4. **West:** Lot 21, Mayfair 2nd Addition; R-1 Single Family Residential; Single family housing

C. RELEVANT CASE HISTORY:

- 1. On May 16, 2000, the City Council approved of Mayfair 2nd Addition Replat One, a replat that created eleven lots for commercial development at 96th Street and Giles Road.

D. APPLICABLE REGULATIONS:

- 1. Section 5.10 of the Zoning Regulations – C-1 Shopping Center Commercial District
- 2. Section 5.17 of the Zoning Regulations – Gateway Corridor District (Overlay District)
- 3. Section 3.07 of the Subdivision Regulations – Replats

III. ANALYSIS

- A. **COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan designates the area for commercial uses.
- B. **OTHER PLANS:** Not applicable.
- C. **TRAFFIC AND ACCESS:**
 - 1. Primary access to the properties will either be from Hillcrest Plaza or South 99th Street. Secondary fire and emergency access will be provided for Lot 1 through an access easement granted through the northwest corner of Lot 2, Mayfair 2nd Addition Replat Five.
- D. **UTILITIES:**
 - 1. The properties have access to water, sanitary sewer, gas, power and communication utilities.

IV. REVIEW COMMENTS:

- 1. In regard to Article 3.03.15 of the Subdivision Regulations, a subdivision agreement has been prepared since the payment of tract sewer connection fees (aka interceptor fees) and storm water management fees needed to be addressed.

VI. STAFF RECOMMENDATION – Replat:

Approval of Mayfair 2nd Addition Replat 7 contingent upon the finalization of a subdivision agreement prior to recording as the replat request is consistent with the Comprehensive Plan and the Subdivision Regulations.

VII. PLANNING COMMISSION RECOMMENDATION – Replat:

On September 15, 2016, the Planning Commission voted unanimously to recommend approval of the Mayfair 2nd Addition Replat 7 contingent upon the finalization of a subdivision agreement prior to City Council review as the replat request is consistent with the Comprehensive Plan and Subdivision Regulations.

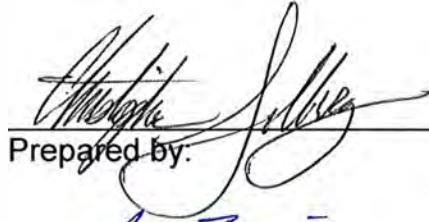
VIII. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. Staff Review Letter
3. Applicant Response Letter
4. Preliminary Plat Map
5. Final Plat Map
6. Subdivision Agreement

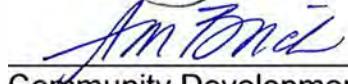
IX. COPIES OF REPORT SENT TO:

1. Mark Westergard, E & A Consulting Group, Inc.
2. Charles Clatterbuck, One Mayfair Place LLC
3. Public Upon Request

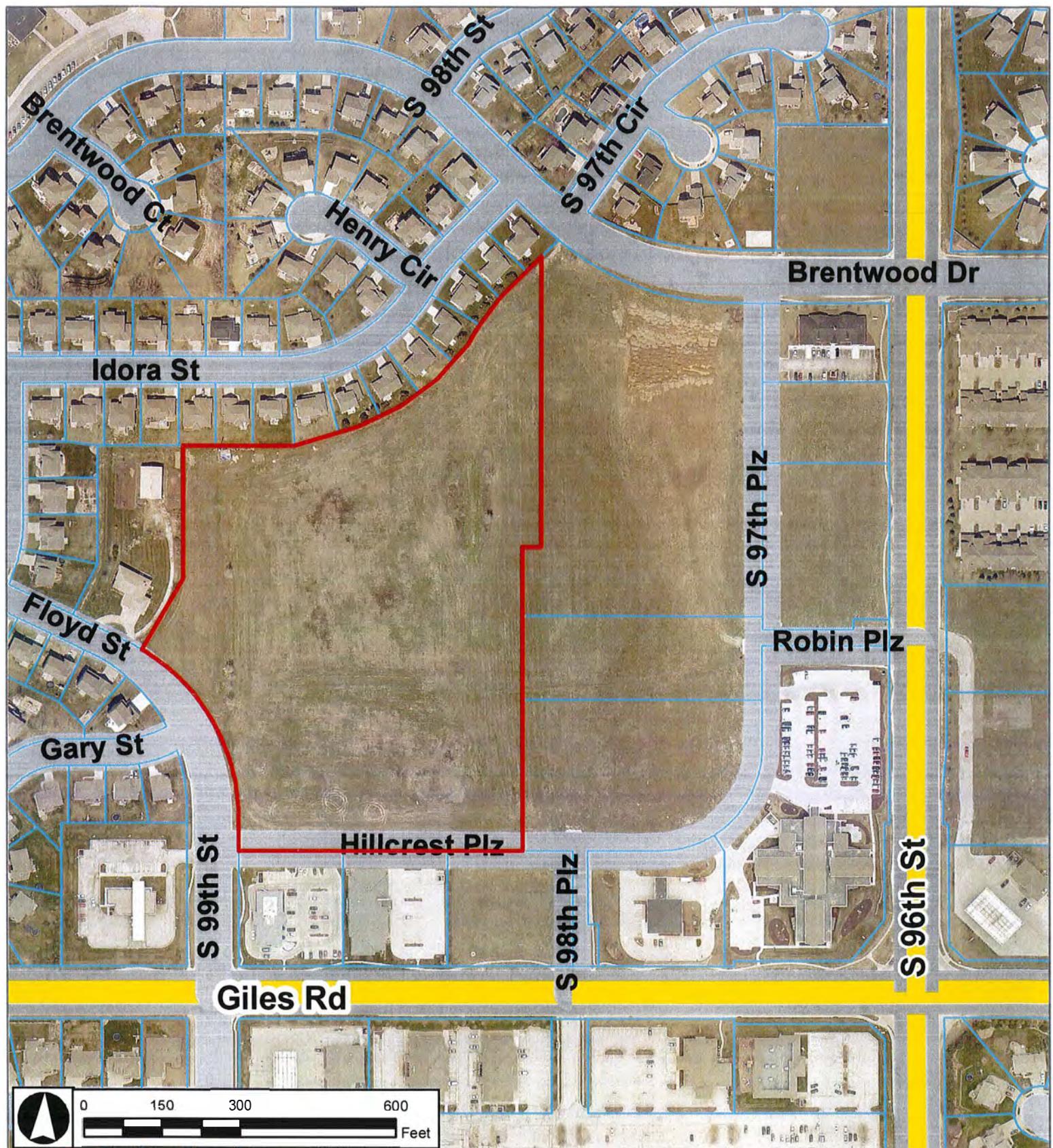
Prepared by:



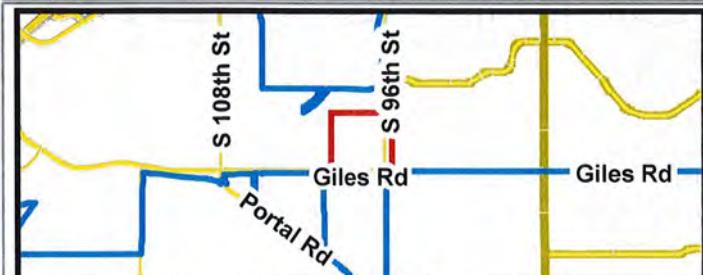
Amy B. Miller
Community Development Director



10-12-16
Date



Project Vicinity Map



Mayfair 2nd Addition - Replat 7

8/17/2016
JMC





July 20, 2016

Mark Westergard
E & A Consulting Group, Inc.
10909 Mill Valley Road, Suite 100
Omaha, NE 68154

RE: Preliminary and Final Plat – Initial Review
Mayfair 2nd Addition Replat Seven

Mr. Westergard,

We have reviewed the documents submitted for the above-referenced application. Based on the elements for consideration set forth in the applicable section of the Subdivision Regulations for the Replat, the City has the following comments:

Preliminary Plat

1. No preliminary plat was submitted. A preliminary plat needs to be provided that contains all of the information required by Article 3.03 of the Subdivision Regulations. Items of particular significance are the existing utilities such as storm and sanitary sewer that can serve the proposed lots, the existing outdoor warning siren location, the proposed storm water drainage facilities and proposed post construction stormwater management plans.
2. Proposed Lot 1 will require at least two vehicular access points so that adequate fire and emergency access can be provided. This needs to be addressed as part of private, shared infrastructure improvements along with any other shared, private infrastructure such as storm sewers and water quality. It appears that Outlot A may be intended for storm water management. Itemized cost estimates for the shared, private infrastructure need to be provided. If the second access to Lot 1 is to be in the form of an easement across Lots 2 and/or 3, then such access must be installed with the first lot that is built upon. Verbiage regarding this aspect will need to be required within the subdivision agreement.

Final Plat

1. The name of the existing private roadway along the south edges of Lots 2 and 3 needs to be shown which is Hillcrest Plaza.

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8116 Park View Blvd.
La Vista, NE 68128-2198
p: 402-331-4343
f: 402-331-4375

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p: 402-331-4748
f: 402-331-0410

Golf Course
8305 Park View Blvd.
p: 402-339-9147

Library
9110 Giles Rd.
p: 402-537-3900
f: 402-537-3902

Police
7701 South 96th St.,
p: 402-331-1582
f: 402-331-7210

Public Buildings & Grounds
8112 Park View Blvd.
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f: 402-331-4375

Public Works
9900 Portal Rd.
p: 402-331-8927
f: 402-331-1051

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

2. The northern-most arrow depicting the width of the Hillcrest Plaza ingress and egress easement points to the wrong easement line. The arrow needs to be moved down one line to the second easement line.
3. The wording of the Surveyor's Certificate needs to be revised to comply with Article 10.2 of the Subdivision Regulations and needs to identify whether lot corners have been marked or will be marked. If to be marked, then a staking bond of \$200 per lot should be provided prior to releasing the final plat.
4. The wording of the signature block for Sarpy County Public Works needs to be modified to match Section 10.06 of the Subdivision Regulations.
5. No signature block is required for the Sarpy County Register of Deeds as that office utilizes a 5" x 2 1/4" sticker in the upper right hand corner of the final plat document. It appears that sufficient space is provided for this. Please remove the signature block.
6. A performance guarantee in the amount of not less than 110% of the cost of the shared, private infrastructure (construction and engineering) must be provided prior to releasing the plat for recording.
7. Note 4 on the final plat proposes that Outlot "A" shall be owned and maintained privately by the Developer of a Homeowners' Association. This is not suitable as the developer will not be a long term entity once the lots are sold and developed and a homeonwers' association does not seem appropriate. There is an existing business owners' association for the existing private infrastructure which would be an acceptable solution. At a minimum, the owners of the proposed three lots would have to form an association to own Outlot "A" and maintain the shared, private infrastructure. In any event, a copy of an executed common area maintenance agreement ready to be recorded must be provided prior to releasing the final plat for recording. Note 4 on the final plat needs to be reworded accordingly.
8. The Fourth Amendment to Subdivision Agreement for Mayfair indicates that plans for the landscape buffer in the proposed Lot 1 already exist. Such plans need to be included in the amendment to subdivision agreement for this platting and to be updated where appropriate such as deleting ash trees or other species no longer suitable.

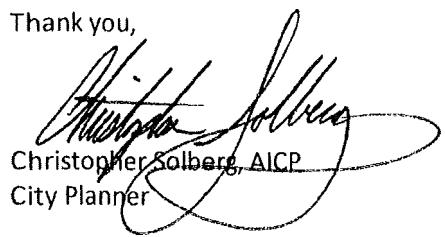
Subdivision Agreement

The draft subdivision agreement will need to be submitted in the near future to start the review process. A sample document that includes aspects regarding shared private infrastructure has been included for your use. Comments on the document will be provided outside of the review process that leads up to the Planning Commission meeting as the Commission does not review this document. However, working on the review and edit of the agreement helps to ensure that they will be ready for City Council.

As no Preliminary Plat was provided, the application is considered incomplete. Due to the timelines involved, the application review process has been adjusted with a goal of the September Planning Commission meeting to allow for sufficient time to review the preliminary plat, along with the revised final plat. Please submit 4 full size copies (along with electronic copies) of the revised documents, along with itemized estimates for shared, private infrastructure, by August 1, 2016 to ensure that the application stays on track for the review by Planning Commission in September.

If you have any questions regarding these comments please feel free to contact me at any time.

Thank you,

A handwritten signature in black ink, appearing to read "Christopher Solberg".

Christopher Solberg, AICP
City Planner

Attachment

cc: Ann Birch, Community Development Director
John Kottmann, City Engineer



E & A CONSULTING GROUP, INC.

Engineering Answers

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154-3950
P 402.895.4700 • F 402.895.3599
www.eacg.com

July 29, 2016

Mr. Chris Solberg
City of LaVista
8116 Park View Blvd.
LaVista, NE 68128-2198

Re: Mayfair 2nd Addition Replat Seven
E&A #P1997.054.067

Dear Chris,

Here are our responses to your July 20, 2016 review letter on the above referenced project:

Preliminary Plat

1. A preliminary plat is included with this resubmittal.
2. We supplied documentation of an existing recorded access easement in the northeast corner of the site. LaVista staff has reviewed and approved this as a second access. The easement was shown on the previous submittal but mislabeled as a landscape easement.

Final Plat

1. Hillcrest Plaza has been properly labeled.
2. The lead arrow to the ingress-egress easement has been corrected to indicate the proper line.
3. The surveyor's certificate language has been revised. Lot corners will be marked just before or immediately after the recording of the final plat.
4. We checked with Lou Whisonant regarding the Sarpy County Public Works signature block and he confirmed that the language was correct.
5. The Register of Deeds signature block has been removed.
6. With the approval of the second access in the NE corner of Lot 1 and the approval of lot level PCSMP, there are no shared, public infrastructure improvements and therefore a performance guarantee is no longer required.
7. Outlot A has been deleted as lot level PCSMP will be permitted for each lot. The requirement for ongoing common maintenance agreements is moot. Note 4 has been modified to indicate the lot level PCSMP requirement. Also, a copy of the storm sewer plans showing that all lots are



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physically able to connect is attached together with a copy of the Mayfair 2nd Addition Replat. One final plat which contains the dedication of the easement regarding the storm sewer. It is acknowledged that plans, updated as necessary, for the landscape buffer for proposed Lot 1 will be included in the amendment to the existing subdivision agreement for this proposed plat.

Subdivision Agreement

Receipt of a sample draft subdivision agreement is acknowledged. A draft Fifth Amendment to the existing subdivision agreement for this proposed plat will be submitted in the near future for review by the City of LaVista.

Sincerely,

E & A Consulting Group, Inc.

A handwritten signature in black ink, appearing to read 'Mark Westergard'.

Mark Westergard, P.E.

Cc: Mr. John Fullenkamp



August 9, 2016

Mark Westergard
E & A Consulting Group, Inc.
10909 Mill Valley Road, Suite 100
Omaha, NE 68154

RE: Preliminary and Final Plat – 2nd Review
Mayfair 2nd Addition Replat Seven

Mr. Westergard,

We have reviewed the documents submitted for the above-referenced application. Based on the elements for consideration set forth in the applicable section of the Subdivision Regulations for the Replat, the City has the following comments:

Preliminary Plat

1. The preliminary plat needs to have a vicinity map added to it.
2. The existing storm and sanitary sewers in 99th Street need to be shown.
3. Note 2 on the preliminary plat needs to include wording that grading and erosion control requirements will be handled by each individual lot owner.

Final Plat

1. The wording of the Surveyor's Certificate needs to be revised to comply with Article 10.2 of the Subdivision Regulations. Attached is a copy of Article 10.2 for your review with the sentence that needs to be added highlighted.

Subdivision Agreement

A draft subdivision agreement will need to be submitted in the near future to start the review process. This review process will need to be complete before City Council review of the replat. The agreement needs to address the various fees (tract connection and storm water management) that will be applicable to the lots. The agreement needs to include an updated landscaping buffer plan for the buffer easement area including installation timing. Finally, the agreement needs to identify the second access to the proposed Lot 1 will be built when Lot 1 is developed if the adjacent property owner has not installed the access road in the easement area by

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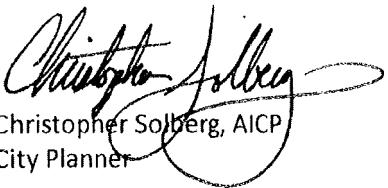
Recreation
8116 Park View Blvd.
p: 402-331-3455
f: 402-331-0299

that time. A sample subdivision agreement was provided with the previous review letter.

Please submit 4 full size copies (along with electronic copies) of the revised documents by August 22, 2016 to ensure that the application stays on track for the review by Planning Commission in September.

If you have any questions regarding these comments please feel free to contact me at any time.

Thank you,



Christopher Solberg, AICP
City Planner

Attachment

cc: Ann Birch, Community Development Director
John Kottmann, City Engineer

MAYFAIR 2ND ADDITION REPLAT SEVEN

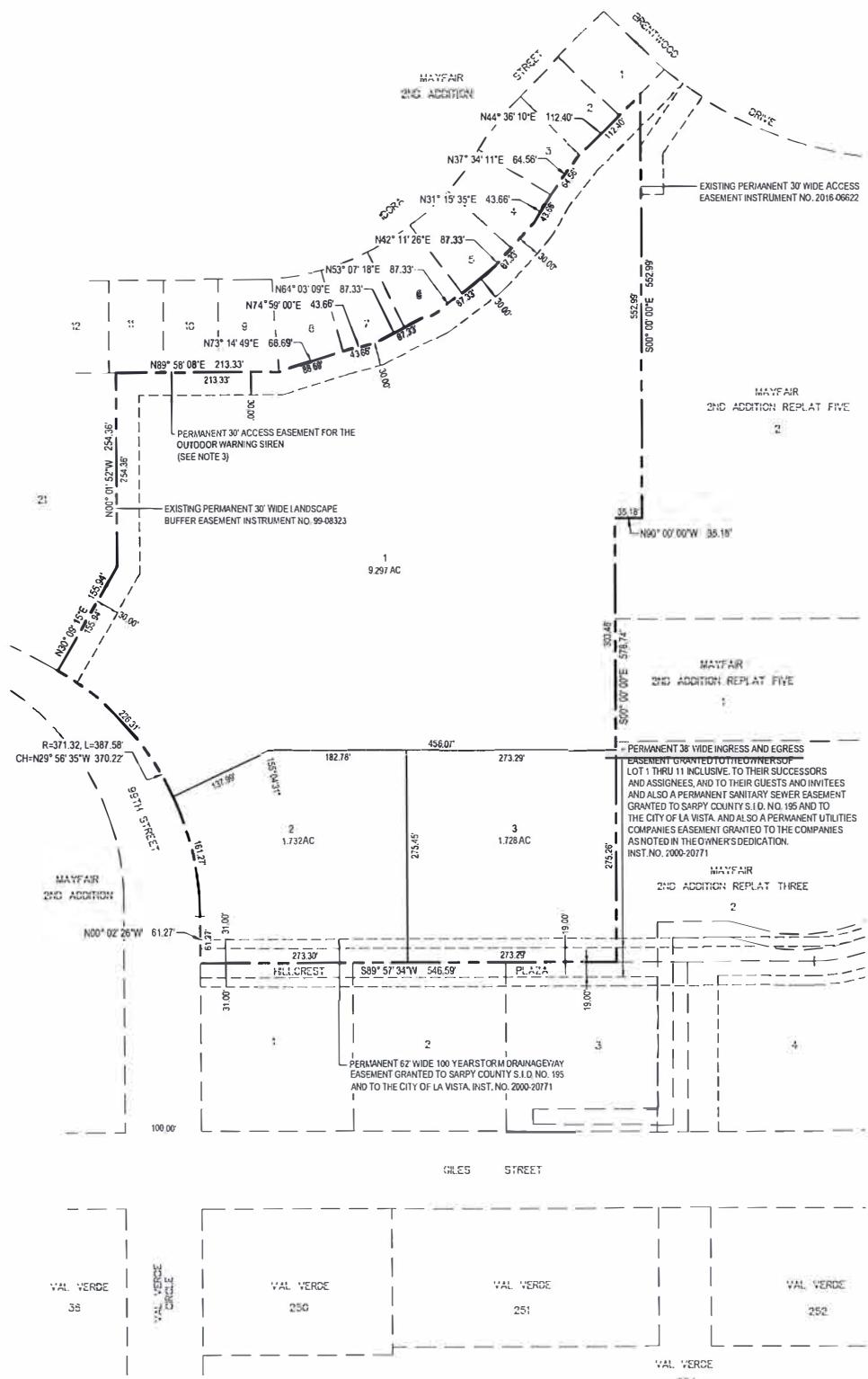
LOTS 1 THRU 3 INCLUSIVE

BEING A TRACT OF LAND LOCATED IN PART OF LOT 10, MAYFAIR 2ND ADDITION REPLAT ONE, AND ALSO TOGETHER WITH ALL OF LOT 11, SAID MAYFAIR 2ND ADDITION REPLAT ONE, A SUBDIVISION LOCATED IN THE NE1/4 OF THE SE1/4, AND ALSO THE SE1/4 OF THE SE1/4, AND ALSO THE SW1/4 OF THE SE1/4 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, ALSO KNOWN AS LOT 11A, MAYFAIR 2ND ADDITION REPLAT ONE.

LEGEND

- Boundary Line
- Right of Way Line
- Lot Line
- Easements

100 0 100
1 inch = 100 ft.



DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ONE MAYFAIR PLACE LLC, THE PROPERTY DESCRIBED IN THE CERTIFICATION OF SURVEY AND ENBRACED WITHIN THE PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS MAYFAIR 2ND ADDITION REPLAT SEVEN (LOTS TO BE NUMBERED AS SHOWN), AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THE PLAT, AND WE DO HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE STREETS, AVENUES AND CIRCLES, AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT, WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMaha PUBLIC POWER DISTRICT, CENTURYLINK COMMUNICATIONS AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER, AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM, AND THE RECEPTION OR OVER, THROUGH, UNDER AND ACROSS A FIVE-FOOT (5') WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOTS; AN EIGHT-FOOT (8') WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN-FOOT (16') WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS, THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE-DESCRIBED ADDITION, SAID SIXTEEN-FOOT (16') WIDE EASEMENT WILL BE REDUCED TO AN EIGHT-FOOT (8') WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO METROPOLITAN UTILITIES DISTRICT, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE-FOOT (5') WIDE STRIP OF LAND ABUTTING ALL CUL-DE-SAC STREETS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

ONE MAYFAIR PLACE LLC

CHARLES CLATTERBUCK, PRESIDENT DATE

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SARPY)

ON THIS _____ DAY OF _____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME CHARLES CLATTERBUCK, PRESIDENT OF ONE MAYFAIR PLACE, LLC, WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED AS SUCH OFFICER OF SAID CORPORATION.

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

NOTARY PUBLIC

APPROVAL OF LA VISTA CITY PLANNING COMMISSION

THIS PLAT OF MAYFAIR 2ND ADDITION REPLAT SEVEN (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY PLANNING COMMISSION ON THIS _____ DAY OF _____.

CHAIRMAN OF LA VISTA CITY PLANNING COMMISSION

NOTES:

1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
2. ALL LOTS LINES ARE RADIAL TO CURVED STREETS UNLESS SHOWN AS NONRADIAL LINES.
3. ALL EASEMENTS THAT ARE NOT LABELED WITH A BOOK AND PAGE NUMBER WILL BE RECORDED BY A SEPARATE DOCUMENT.



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA AND THAT THIS PLAT MEETS OR EXCEEDS THE "MINIMUM STANDARDS FOR SURVEYS" ADOPTED BY THE NEBRASKA STATE BOARD OF EXAMINERS FOR LAND SURVEYORS. FURTHER, I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREON AND THAT PERMANENT MARKERS WILL BE SET (OR HAVE BEEN SET) AT ALL CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES WITHIN THE SUBDIVISION TO BE KNOWN AS MAYFAIR 2ND ADDITION REPLAT SEVEN (THE LOTS NUMBERED AS SHOWN) A TRACT OF LAND LOCATED IN PART OF LOT 10, MAYFAIR 2ND ADDITION REPLAT ONE, AND ALSO TOGETHER WITH ALL OF LOT 11, SAID MAYFAIR 2ND ADDITION REPLAT ONE, A SUBDIVISION LOCATED IN THE NE1/4 OF THE SE1/4, AND ALSO THE SE1/4 OF THE SE1/4, AND ALSO THE SW1/4 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, ALSO KNOWN AS LOT 11A, MAYFAIR 2ND ADDITION REPLAT ONE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT THE SOUTHWEST CORNER OF SAID 11, MAYFAIR 2ND ADDITION REPLAT ONE, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1, MAYFAIR 2ND ADDITION REPLAT ONE, SAID POINT ALSO BEING ON THE EASTERN RIGHT-OF-WAY LINE OF 99TH STREET; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 11, MAYFAIR 2ND ADDITION REPLAT ONE, SAID LINE ALSO BEING SAID EASTERN RIGHT-OF-WAY LINE OF 99TH STREET, AND ALSO THE EASTERN LINE OF LOT 21, MAYFAIR 2ND ADDITION, A SUBDIVISION LOCATED IN SAID 16 OF SECTION 16 ON THE FOLLOWING DESCRIBED COURSES, THENCE N00°02'26"E (ASSUMED BEARING), A DISTANCE OF 61.27 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 371.32 FEET, A DISTANCE OF 387.58 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N29°56'35"E, A DISTANCE OF 370.22 FEET; THENCE N30°09'15"E, A DISTANCE OF 155.94 FEET; THENCE N00°01'52"Y, A DISTANCE OF 254.36 FEET TO A POINT ON THE SOUTH LINE OF LOT 11, SAID MAYFAIR 2ND ADDITION, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 11, MAYFAIR 2ND ADDITION, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 11, MAYFAIR 2ND ADDITION REPLAT ONE; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 11, MAYFAIR 2ND ADDITION REPLAT ONE AND THE WESTERLY LINE OF SAID LOT 10, MAYFAIR 2ND ADDITION REPLAT ONE, SAID LINE ALSO BEING THE SOUTHERLY LINE OF LOTS 1 THRU 1, INCLUSIVE, SAID MAYFAIR 2ND ADDITION ON THE FOLLOWING DESCRIBED COURSES, THENCE N89°58'08"E, A DISTANCE OF 213.33 FEET; THENCE N73°14'49"E, A DISTANCE OF 88.89 FEET; THENCE N74°58'00"E, A DISTANCE OF 43.66 FEET; THENCE N64°03'09"E, A DISTANCE OF 87.33 FEET; THENCE N64°03'09"E, A DISTANCE OF 213.33 FEET; THENCE N53°07'18"E, A DISTANCE OF 87.33 FEET; THENCE N53°07'18"E, A DISTANCE OF 87.33 FEET; THENCE N42°11'26"E, A DISTANCE OF 87.33 FEET; THENCE N31°18'35"E, A DISTANCE OF 43.66 FEET; THENCE N31°18'35"E, A DISTANCE OF 64.56 FEET; THENCE N44°36'10"E, A DISTANCE OF 112.40 FEET; THENCE N37°34'11"E, A DISTANCE OF 112.40 FEET; THENCE N31°18'35"E, A DISTANCE OF 43.66 FEET; THENCE N42°11'26"E, A DISTANCE OF 87.33 FEET; THENCE N53°07'18"E, A DISTANCE OF 87.33 FEET; THENCE N64°03'09"E, A DISTANCE OF 87.33 FEET; 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SIXTH AMENDMENT TO SUBDIVISION AGREEMENT
(Mayfair Subdivision)
(Mayfair 2nd Addition Replat Seven)

THIS SIXTH AMENDMENT, made this _____ day of _____, 2016, by and between One Mayfair Place LLC, a Nebraska limited liability corporation (herein referred to as "Subdivider") and the CITY OF LA VISTA, NEBRASKA (hereinafter referred to as "City"), to that certain Subdivision Agreement dated March 18, 1998, as amended, and original plat thereto, as replatted, which among other lots, includes Lot 11A, Mayfair 2nd Addition Replat One, which said Lot 11A is to be Replatted herewith as Lots 1 through 3, inclusive, Mayfair 2nd Addition Replat Seven of this Subdivision.

WITNESSETH:

WHEREAS, the City of La Vista ("City") and Floyd W. Durkop and Idora K Durkop, individuals, (herein referred to as the "Initial Subdivider") entered into a Subdivision Agreement with the City dated March 18, 1998, as amended by the First, Second, Third, Fourth Fifth, and Sixth Amendments, (herein the "Subdivision Agreement" or the "Agreement"), setting forth certain agreements, Commercial Building Design and Criteria, and other terms, conditions and covenants running with the land in respect to the development of land within the Subdivision, all of which continue to apply to the area to be Replatted; and

WHEREAS, One Mayfair Place LLC, a Nebraska limited liability corporation is the owner of said Lot 11A, Mayfair Second Addition Replat One containing 12.757 acres and which is the subject of this Sixth Amendment and as such is subject to the terms of the Subdivision Agreement and applicable amendments; and

WHEREAS, Subdivider herein wishes to subdivide said Lot 11A, Mayfair 2nd Addition Replat One (herein the "Property"), consisting of approximately 12.757 acres, more or less, being more specifically shown on the "Final Plat" of the Property dated 08/01/2016 and attached hereto as Exhibit "A"; and

WHEREAS, One Mayfair Place, LLC currently own that portion of the Property that is to be replatted into Lots 1 through 3, inclusive, said three (3) lots (referred to herein together as "Lots" or individually as "Lot") to constitute all of the land area and ownership within the Property, all of whom are parties to this Sixth Amendment; and

WHEREAS, the parties wish to amend the Subdivision Agreement by this Amendment entered into between them to include the specific understandings and agreements pertaining to the Property.

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

1. Replattings. Subject to the terms of this Sixth Amendment, Lot 11A of Mayfair 2nd Addition Replat One, shall be Replatted as Lots 1 thru 3 inclusive, Mayfair 2nd Addition Replat Seven as more fully shown on Exhibit "A" dated August 1, 2016 (herein the "Replat" or "Replat Area").
2. Connection of any Lot to the sanitary sewer system of City shall be at the Lot owner's sole cost, subject to obtaining proper permits and paying the applicable sewer connection fee to the City. Payment of the applicable sewer connection fee for a Lot

shall be made to the City prior to issuance of a building permit for the Lot, based on the City's adopted fee rate that is in effect at the time the payment is made. At the rate in effect on the date of execution of this Amendment, the fees as pertaining to Lot 11A of Mayfair 2nd Addition Replat One (the "Developers Property") as replatted as Lots 1 through 3 Mayfair 2nd Addition Replat Seven, would be:

Lot	Area(AC)	Fee	Total
Lot 1 Mayfair 2 nd Addition Replat Seven	9.297	\$6,331.00	\$58,859.31
Lot 2 Mayfair 2 nd Addition Replat Seven	1.732	\$6,331.00	\$10,965.29
Lot 3 Mayfair 2 nd Addition Replat Seven	<u>1.728</u>	\$6,331.00	<u>\$10,939.97</u>
TOTAL	12.757		\$80,764.57

The aforestated fee of \$6,331 per acre is the rate now in effect and is subject to increase. The rate in effect at time of connection to the sanitary sewer system will be the rate paid.

Any terms or conditions for the benefit of the City that are contained in the Subdivision Agreement or other applicable documents, instruments, laws or regulations pertaining to construction, operation, maintenance, replacement or repair of sanitary sewers or direct or indirect connections to or use of the City's sanitary sewer system shall be equally applicable to each Lot owner and sanitary sewers and connections within or benefiting the Replatted Area or any part thereof

3. **Perimeter Sidewalks.** Each Lot owner shall, at the Lot owner's cost, install and maintain perimeter sidewalks abutting the Replat Area, specifically meaning along South 99th Street and Hillcrest Plaza. Said sidewalks shall be installed on each Lot as a condition of applying for a certificate of occupancy of any building on such Lot. .
4. **Grading Plan.** The Grading and Erosion Control Plan for the Replat shall be prepared in accordance with the Papillion Creek Watershed Partnership requirements prior to grading on any individual Lot.
5. **Infrastructure to be at Private Expense.** The cost of all infrastructure, improvements and easements within and serving the Replat Area (outside the Replat Area but needed to serve the Replat Area) including but not limited to parking and internal street improvements, external street improvements, sidewalks, ingress and egress, sanitary sewer, storm sewer, power, CATV, gas, water, cost of connection to external infrastructure shall be constructed and maintained at private expense and no part thereof shall be the responsibility of or at the expense of the City. The initial installation costs of these services shall be paid in full by the Subdivider. All on-going maintenance, repair and replacement shall be at the cost of the individual Lot owners, except as otherwise may be provided in the agreement for Common Area Expenses referenced below.
6. **Common Improvements/Maintenance.** For purposes hereof, the following provisions shall be applicable:
 - a. **Common Area Improvement.** The term Common Area Improvement shall mean all infrastructure and improvements for or benefiting more than a single Lot, as approved from time to time by the City Engineer, including without limitation, ingress and egress, roads, parking, storm drainage, sanitary sewer, public utility infrastructure or services and other infrastructure. Any easements for Common

Area Improvements shall be in form and content satisfactory to the City Engineer. Common Area Improvements, including without limitation any publicly used roads and driveways, shall be constructed to City approved specifications.

- b. Common Area Expense. Common Area Expense shall include all costs and expenses of Common Area Improvements, including without limitation engineering expenses and costs, the costs of construction, reconstruction, modification, repair, operation, maintenance (including clean up and clean out) and replacement of any such items or services, together with the City's costs, if any, of engineering, inspection, review and design.
- c. Sharing of Common Area Expense. The owners, their successors and assigns, of the benefitted Lots shall be responsible for and defray the Common Area Expense in the manner set forth in an agreement of the owners of the benefited and burdened Lots or other property in form and content satisfactory to the City Engineer. The agreement shall be required as a condition of issuance of any building permit for any benefited or burdened Lot. The City shall not be responsible for any Common Area Expense.
- d. Filing of Record. The Subdivider, at its expense, shall record this Sixth Amendment in the land records of the Office of the Register of Deeds of Sarpy County and shall cause a recorded copy thereof to be transmitted to the City Administrator.
- e. City Engineer to be Determiner. The City Engineer shall be the determiner of which improvements are required and which are Common Area Expense and which are not Common Area Expense, and shall have the right, but not any obligation, to inspect any work on or relating to the improvements, and to require modification, replacement, maintenance or repair of any work or improvements the City Engineer determines are defective, unsatisfactory or in need of repair, maintenance or replacement, and Subdivider shall comply with said requirements. All specifications and contracts relating to work on the improvements shall be subject to prior review and approval of the City Engineer.
- f. City Access/Repair, Etc. The City, its employees and agents, shall have right of entry and full access to any and all areas and improvements within the Replat Area for purposes of inspection or such other purposes in the exercise of its general governmental powers, including but not limited to, inspection, police, fire and rescue and other public safety purposes, and the exercise of all rights granted or reserved to City by the terms of the Subdivision Agreement or this Amendment. In the event City determines construction, repair or maintenance is not progressing or not being performed satisfactorily or in a timely manner, City may, at its sole option and without any obligation to do so, decide to undertake construction, repair and/or maintenance of any such Common Area Improvements and to assess the cost, including engineering costs and legal costs, together with interest at the rate of five percent (5%) per annum until paid, and City shall have a lien for the cost therefor, which lien City may file of record against the Lots benefited. If said lien amount is not timely paid in full, the City may foreclose the lien for said amount with interest thereon and reasonable attorneys fees incurred by City in such foreclosure.

g. City's Exercise of Rights Discretionary. City's and/or City Engineer's exercise of any or all of the authority herein given shall be at City's sole and absolute discretion and for the sole benefit of the City and City's interests and not for the benefit or interests of Subdivider, Subdivider or any party, and City, City Engineer and City agents shall have no responsibility or liability by reason of either the nonexercise or the exercise of any such authority.

7. Covenants Running With the Land. This Amendment and the obligations and agreements of Subdivider herein are perpetual covenants running with the land and shall be binding on the Subdivider and all of Subdivider's successors and assigns in or to any or all of Developers Property, as replatted as Lots 1 through 3 Mayfair 2nd Addition Replat Seven, or any interest therein. The covenants herein shall be cumulative to, and not in lieu of, prior covenants running with the land. City shall have the right, but not the obligation, to enforce any and all covenants.

8. Exhibit Summary. The Exhibits proposed by E & A Consulting Group, Inc. engineers for the Subdivider, attached hereto and made a part hereof, are as follows:

Exhibit "A": Final Plat of Mayfair 2nd Addition Replat Seven.

Exhibit "B": Landscape Buffer Plan.

Exhibit "C": Secondary Access Exhibit.

9. Right to Enforce. Provisions of this Amendment may be enforced at law or in equity by the owners of land within the Replat Area and may be enforced by the City at law, in equity or such other remedy as City determines appropriate.

10. Storm Water Management Plan: At the time improvements are constructed on the individual Lots, each individual Lot owner, at its sole cost, will comply with applicable requirements regarding storm water quality, storm water management, and weed and erosion control to the satisfaction of the City Engineer. Plans and specifications for such storm water management improvements for each individual Lot shall be prepared prior to construction of improvements on the individual Lots by each Lot owner's engineer at its sole cost and shall be subject to approval of the Public Works Department of City (City Engineer) prior to starting construction of such improvements on the Lots.

11. Storm Water Management Plan Maintenance Agreement: A Post-Construction Storm Water Management Plan Maintenance Agreement ("Maintenance Agreement") in the form and content satisfactory to the City (City Engineer) shall be entered into between each individual Lot owner and the City prior to starting construction of improvements on any individual Lot. It is understood that the final version of the Maintenance Agreement shall:

(A) identify that maintenance actions shall be private, and provide that all maintenance actions so identified shall be performed by the individual Lot owner at its expense,

(B) include provisions to control when post-construction storm water features are to be constructed,

- (C) differentiate between the requirements of construction site storm water runoff controls and post-construction controls,
- (D) provide that post-construction storm water features shall not be installed until such time as they will not be negatively impacted by construction site runoff, and
- (E) provide that permanent storm water detention ponds, riser structures and discharge pipes may be constructed during grading operations.

Such provisions shall run with the land and become the joint and several responsibility of all successors, assigns and future owners of the respective Lot.

12. As is pertains to Lot 11A of Mayfair 2nd Addition Replat One (the “Developers Property”) as replatted as Lots 1 through 3 Mayfair 2nd Addition Replat Seven, the stormwater management fees shall be amended and set forth in the following table:

<u>Lot</u>	<u>Area(AC)</u>	<u>Fee</u>	<u>Total</u>
Lot 1 Mayfair 2 nd Addition Replat Seven	9.297	\$4,609.00	\$42,849.87
Lot 2 Mayfair 2 nd Addition Replat Seven	1.732	\$4,609.00	\$ 7,982.79
Lot 3 Mayfair 2 nd Addition Replat Seven	<u>1.728</u>	\$4,609.00	<u>\$ 7,964.35</u>
TOTAL	12.757		\$58,797.01

The aforestated fee of \$4,609 per acre is the rate now in effect and is subject to increase. This fee for each Lot shall be computed in accordance with applicable provisions of the Master Fee Schedule set forth in the Master Fee Ordinance, as amended from time to time. Payment must be made to City's Permits & Inspections Division before a building permit will be issued to construct improvements on any Lot and before the commencement of construction of any such improvements. Payment shall be based on the City's adopted fee rate that is in effect at the time the payment is made.

13. As it pertains to required landscape buffers the plan shall be amended per the “Landscape Buffer Plan”, attached hereto as Exhibit “B”. The landscape buffer plantings, in accordance with Exhibit B shall be installed prior to the issuance of an occupancy permit for the Lot(s) on which the landscape buffer plantings are located.

As it pertains to a second access to Lot 1, Mayfair 2nd Addition Replat Seven, a secondary access is to be provided in conjunction with the driveway and parking improvements proposed by the adjacent lot owner of Lot 2, Mayfair 2nd Addition Replat Five and in accordance with Exhibit “C” attached hereto and entitled “Secondary Access Exhibit”. If the proposed improvements are not installed by the adjacent lot owner prior to an occupancy permit being sought for Lot 1, Mayfair 2nd Addition Replat Seven, the owner of Lot 1, Mayfair 2nd Addition Replat Seven shall be required to install said Secondary Access Improvements, at his sole cost, prior to an occupancy permit being issued by the City of La Vista for Lot 1, Mayfair 2nd Addition Replat Seven.

14. Development of any Lots in the Replat Area shall be subject to all applicable laws, rules, regulations, approvals and other requirements of the City in effect at the time of said development, including, but not limited to, approvals required by this Amendment or the Subdivision Agreement or of the site plan for any building or other improvements prior to issuance of a building permit, or compliance with any other applicable requirements, including requirements of the La Vista Municipal Code, zoning or subdivision regulations.

15. **Nondiscrimination.** Notwithstanding anything in this Agreement to the contrary, (i) each party agrees that neither it nor any subcontractor of the party shall discriminate against any employee or applicant for employment to be employed in the performance if this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, age, sex, disability, or national origin; and (ii) the City is a recipient of federal funds, and as a result all required contractual provisions related to such federal funds shall be deemed incorporated into this Agreement by this reference and binding upon the parties.
16. **Ratification.** Except as specifically modified by this Amendment, the Subdivision Agreement shall remain in full force and effect, and is hereby ratified and affirmed.
17. The recitals on page 1 and all exhibits or other documents or instruments referenced in this Amendment are incorporated herein and shall be a part of this Amendment. This Amendment shall constitute the complete agreement and understanding of the parties regarding the subject matter contained herein and shall not be amended except by written amendment signed by both parties. If any provision of this Amendment is determined unenforceable, the unenforceable provision shall be deemed stricken and the remainder of the Amendment shall be enforced. This Amendment shall be governed and construed in accordance with Nebraska law and the parties submit to the jurisdiction and venue of the District Court of Sarpy County to resolve any dispute hereunder, and agree not to challenge said jurisdiction or venue.

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

ATTEST: ONE MAYFAIR PLACE LLC, a Nebraska corporation

By _____
Charles Clatterbuck, President

ATTEST: CITY OF LA VISTA

Pamela A. Buethe, City Clerk By _____
Douglas Kindig, Mayor

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)
COUNTY OF _____)
) SS.

On this _____ day of _____, 2016 before me a Notary Public, duly commissioned and qualified in and for said County, appeared Charles Clatterbuck, President of ONE MAYFAIR PLACE LLC personally known by me to be the identical person whose name is affixed to the foregoing Sixth Amendment to Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed.

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

Notary Public

ACKNOWLEDGMENT OF NOTARY

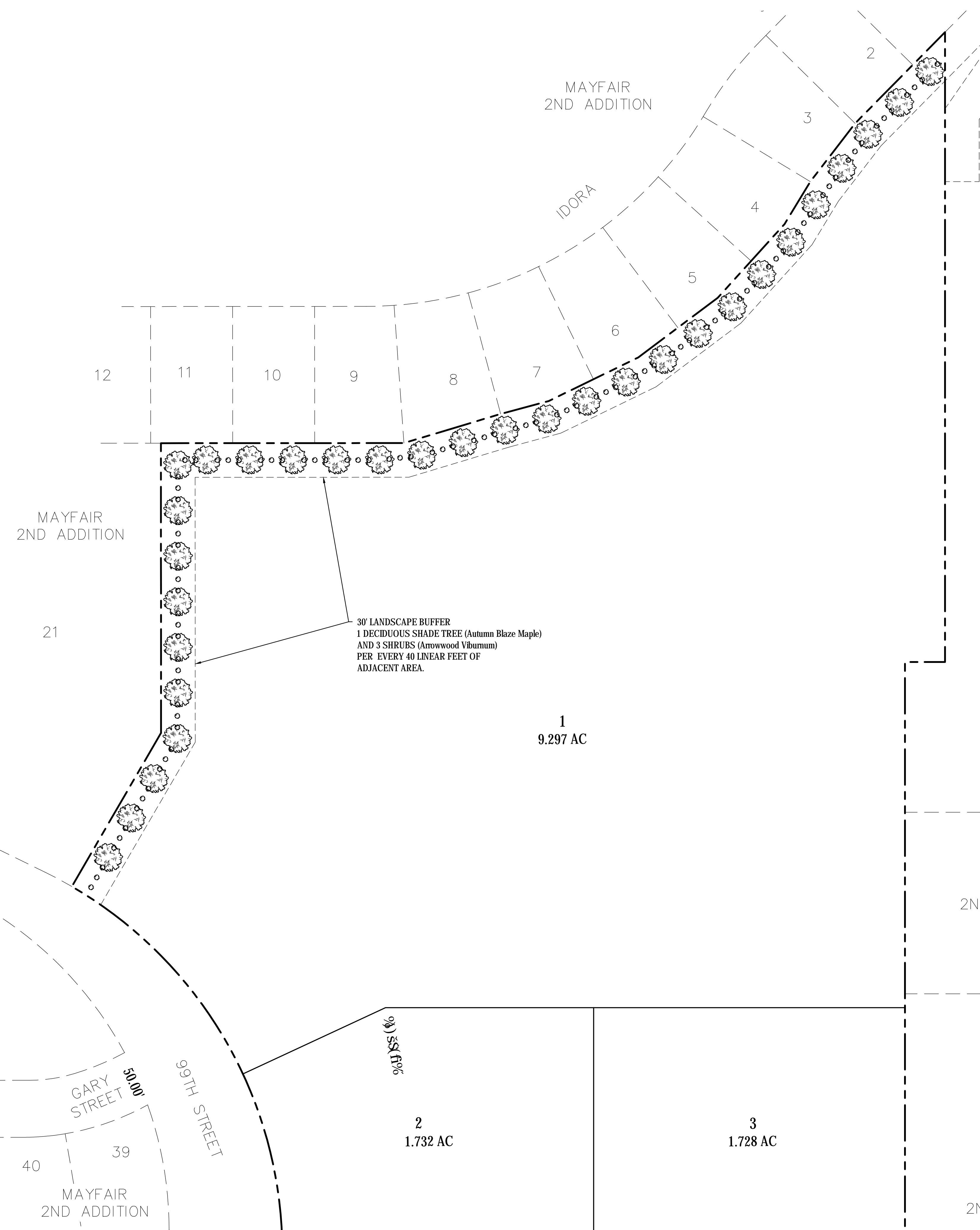
STATE OF NEBRASKA)
)
COUNTY OF _____)
) ss.

On this _____ day of _____, 2016, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista and Pamela A. Buethe, to me personally known to be the City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Sixth Amendment to Subdivision Agreement, and acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of said City.

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

Notary Public

Exhibit B

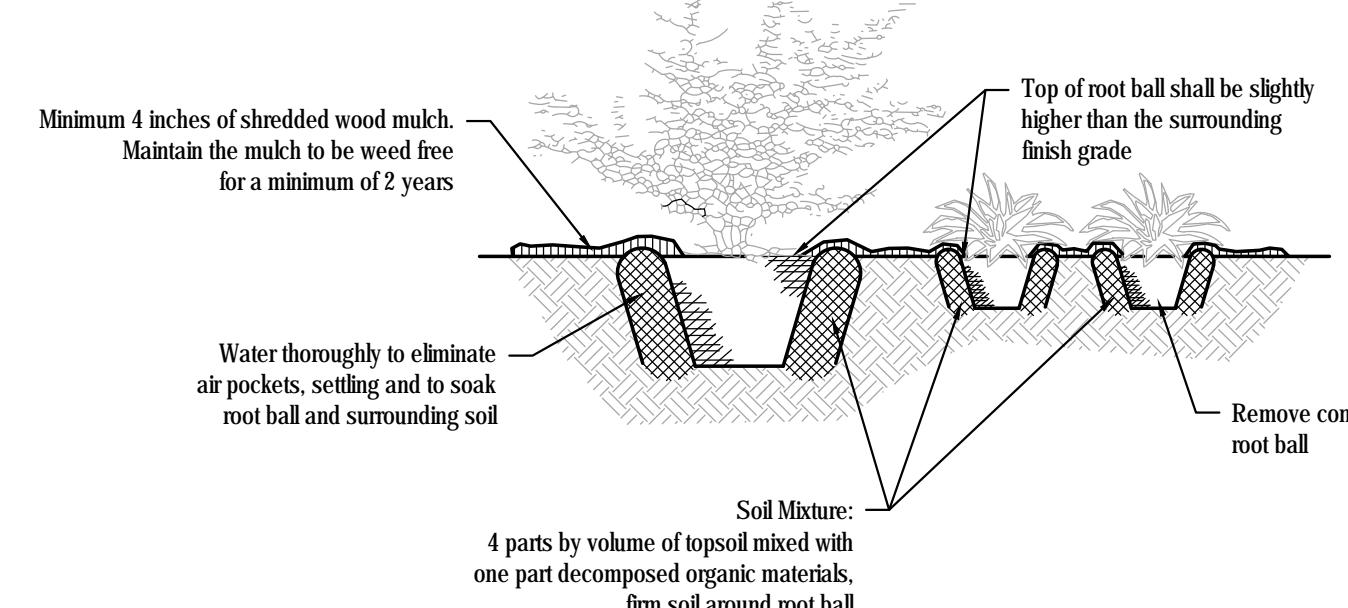


PLANT SCHEDULE

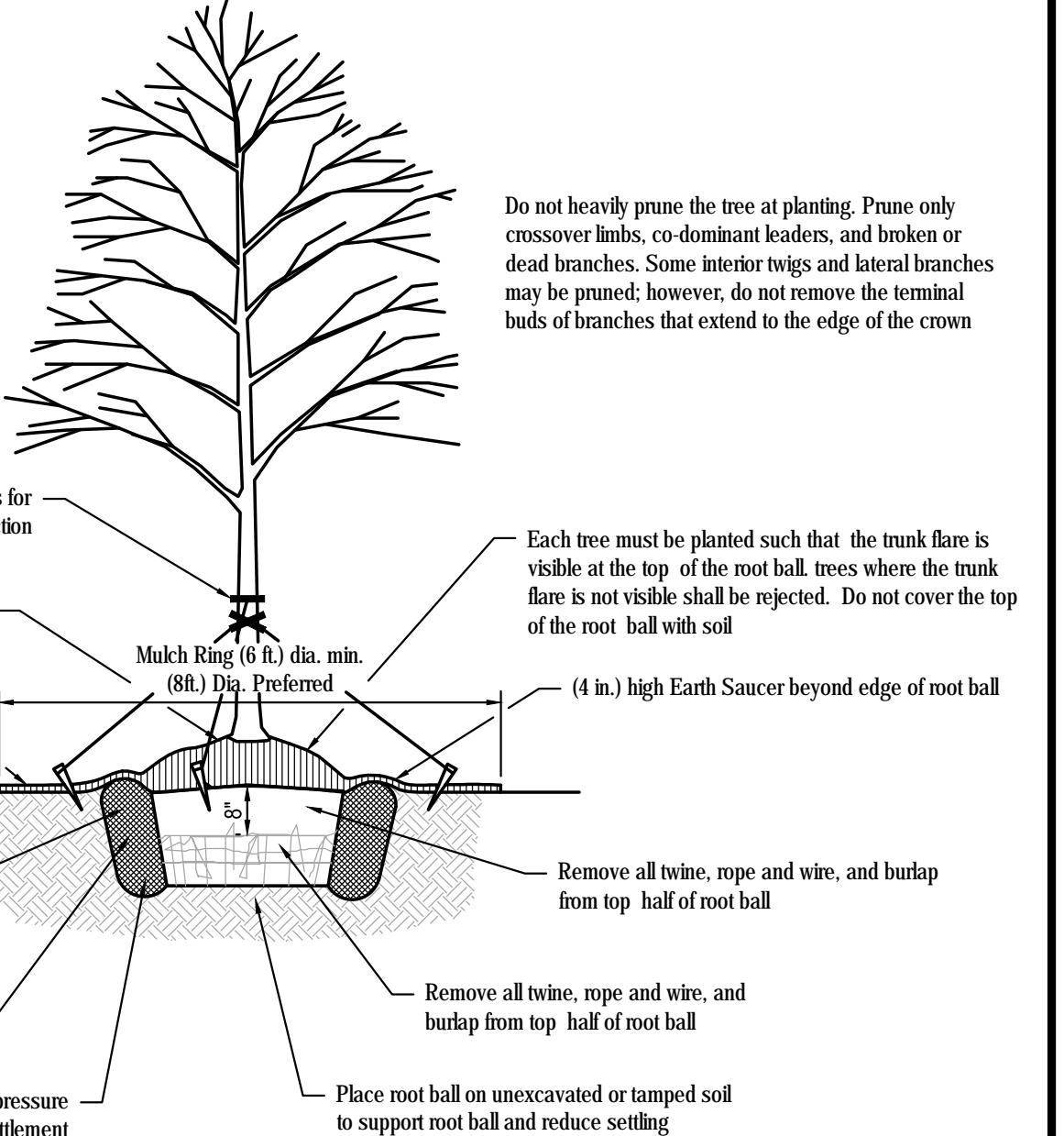
SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
31	1	Acer freemanii 'Jeffersred'	Autumn Blaze Maple	2"	B&B
93	3	Viburnum dentatum	Arrowwood Viburnum	3 Gal.	Cont.

LANDSCAPE NOTES:

1. Locate and verify the location of all underground utilities prior to the start of any construction. Care should be taken not to disturb any existing utilities during construction. Any damage to utilities or other improvements caused by the Contractor will be repaired at no cost to the Owner.
2. All plant material shall be of good quality and sizes shall meet required size specifications.
3. All plants are to be watered immediately after planting and then watered once a week for a period of two months from time of planting.
4. All plant material shall be guaranteed to be in a live and healthy growing condition for two full growing seasons (trees) and one full growing season (perennials & shrubs) after final project acceptance or shall be replaced free of charge with the same grade and species including labor.
5. Verify all dimensions and conditions prior to starting construction. The location of plant material is critical and shall be installed as indicated on plans. Field adjustments may be necessary based on field conditions (i.e., root ball and drop inlet conflict). All adjustments must be approved by the landscape architect.
6. The Landscape Contractor shall remove all construction debris and materials injurious to plant growth from planting pits and beds prior to backfilling with planting mix. All planting areas shall be free of weeds and debris prior to any work.
7. Provide locally available shredded hardwood mulch on all trees and in all planting beds to a 3-4 inch minimum depth unless otherwise noted. Mulch ring to extend 1'0" minimum beyond planting pit. Minor site grading to be included if needed.
8. All trees are to be staked for a period of not less than one year from time of planting.
9. Contractor to coordinate work with other amenities contractors.



SHRUB & PERENNIAL PLANTING DETAIL
 NOT TO SCALE



TREE PLANTING DETAIL - B & B TREE
 NOT TO SCALE

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 18, 2016 AGENDA

Subject:	Type:	Submitted By:
APPLICATION FOR REZONING LOT 8, VAL VISTA REPLAT FOUR (NE OF CHANDLER RD. & CHANDLER CIR.)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and an ordinance prepared to consider the rezoning of approximately 3.68 acres located northeast of the intersection of Chandler Road and Chandler Circle.

FISCAL IMPACT

None.

RECOMMENDATION

Denial.

BACKGROUND

A public hearing has been scheduled to consider a rezoning application by the property owner, Torco Enterprises LLC, for approximately 3.68 acres platted as Lot 8, Val Vista Replat Four. The property is located northeast of the intersection of Chandler Road and Chandler Circle.

The property is currently zoned "I-1" Light Industrial District. The applicant has requested the rezoning of the lot to "I-2" Heavy Industrial District due an enforcement notice that the current use is in non-compliance with permitted uses in "I-1". The current use of the property is as a "*Facilities for heavy construction contractors*" which is only permitted in "I-2".

A detailed staff report is attached.

The Planning Commission held a public hearing on September 15, 2016, and unanimously recommended denial of the rezoning as the request is not consistent with the City of La Vista Comprehensive Plan and may be consistent with the definition of illegal spot zoning.

ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

Section 1. Approval of Rezoning. On September 15, 2016, the La Vista Planning Commission conducted a public hearing on the matter of rezoning the tract of land set forth in Section 2 of this ordinance and reported to the City Council that it recommended denial of the zoning of said tract be changed from "I-1" Light Industrial District" to "I-2" Heavy Industrial District. On October 18, 2016, the City Council held a public hearing on said proposed change in zoning and found and determined that said proposed changes in zoning are advisable and in the best interests of the City. The City Council further found and determined that public hearings were duly held and notices, including published notice, written notice to adjacent property owners and notice posted at the properties, were duly given pursuant to Section 9.01 of the Zoning Ordinance. The City Council hereby approves said proposed changes in zoning as set forth in Section 2 of this ordinance.

Section 2. Amendment of the Official Zoning Map. Pursuant to Article 3 of the Zoning Ordinance, the following described tract of land is hereby rezoned from "I-1" Light Industrial District to "I-2" Heavy Industrial District, and the Official Zoning Map of the City of La Vista is hereby amended to reflect the changes in zoning of the following described tracts of land from "I-1" Light Industrial District to "I-2" Heavy Industrial District:

Lot 8, Val Vista Replat Four, Southwest ¼ of Section 16, Township 14 North, Range 12 East of the 6th P.M., in Sarpy County, Nebraska.

The amended version of the official zoning map of the City of La Vista is hereby adopted and shall be signed by the Mayor, attested to by the City Clerk and shall bear the seal of the City under the following words:

"This is to certify that this is the official zoning map referred to in Article 3 Section 3.02 of Ordinance No. 848 of the City of La Vista, Nebraska"

and shall show the date of the adoption of that ordinance and this amendment.

Section 3. Effective Date. This ordinance shall be in full force and effect upon the date passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 18TH DAY OF OCTOBER 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

I:\Administration\BRENDA\My Documents\COUNCIL\ORDINANCE\Val Vista Replat 4 Lt 8 - Rezone.Doc



CITY OF LA VISTA
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: 2016-ZMA-04

For Hearing of: October 18, 2016
Report Prepared on: October 5, 2016

I. GENERAL INFORMATION

A. APPLICANT:

Torco Enterprises, Inc.
10305 Chandler Circle
La Vista, NE 68128

B. PROPERTY OWNER:

Torco Enterprises, Inc.
10305 Chandler Circle
La Vista, NE 68128

C. LOCATION: Northeast of the intersection of Chandler Road and Chandler Circle.

D. LEGAL DESCRIPTION: Lot 8, Val Vista Replat Four

E. REQUESTED ACTION(S): Rezoning of Lot 8, Val Vista Replat Four from I-1 Light Industrial to I-2 Heavy Industrial

F. EXISTING ZONING AND LAND USE:

I-1 Light Industrial, Facilities for Heavy Construction Contractors (non-conforming use)

G. PURPOSE OF REQUEST: Rezoning of Lot 8, Val Vista Replat Four from I-1 Light Industrial to I-2 Heavy Industrial to allow for the current non-conforming use as a Facilities for Heavy Construction Contractors.

H. SIZE OF SITE: 3.68 Acres

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: The property has one building with associated parking. The land is relatively flat with an increasing downward slope towards the eastern lot line.

B. GENERAL NEIGHBORHOOD/AREA ZONING AND LAND USES:

1. **North:** Cimarron Woods, R-1 Single-Family Residential; Single-family houses

2. **East:** Outlot E, Val Vista Industrial Park; I-1 Light Industrial; Vacant (outlot)

3. **South:** Val Vista Industrial Park; I-1 Light Industrial; Various light industrial uses.

4. **West:** Val Vista Industrial Park; I-1 Light Industrial; Various light industrial uses.

C. RELEVANT CASE HISTORY:

1. On May 20, 2016 the Chief Building Official supplied the applicant with a letter informing the owner of the property's non-conformance with the Zoning Regulations. A copy of this letter is attached to the report.

D. APPLICABLE REGULATIONS:

1. Section 5.13 of the Zoning Regulations – I-1 Light Industrial District
2. Section 5.14 of the Zoning Regulations – I-2 Heavy Industrial District

III. ANALYSIS

A. COMPREHENSIVE PLAN: The Future Land Use Map of the Comprehensive Plan designates the area for industrial uses.

The proposed rezoning does not comply with the following goals and priorities listed within the Comprehensive Plan:

1. Land Use and Physical Features – Policy #1: Establish and maintain land use development patterns and densities that conform with the desires and needs of the residents.
2. Land Use and Physical Features – Policy #6: Promote land uses which maintain and provide a safe and sanitary environment, free of air, water, and noise pollution.

B. OTHER PLANS: Not applicable.

C. TRAFFIC AND ACCESS:

1. One access point exists from Chandler Circle.

D. UTILITIES:

1. The property has access to water, sanitary sewer, gas, power and communication utilities.

IV. REVIEW COMMENTS:

1. The applicant commenced the current use of the property (Facilities for Heavy Construction Contractors) without first requesting zoning approval of the use from the Planning Department.
2. The property is directly adjacent to the Cimarron Woods neighborhood on the north. Activity associated with the use of the property as a facility for a heavy construction contractor has generated complaints from the neighborhood, resulting in an enforcement notice to the property owner.
3. In addition to the current zoning non-conformance, the applicant's property is also in non-compliance with Sections 5.13.06.03 (exterior lighting), 5.13.06.04 (nuisances) and 7.05.03 (unpaved parking) of the Zoning Ordinance. A letter was sent to the property

owner regarding these issues on May 20, 2016. A copy of this letter is attached to the report.

4. Considerations for rezoning of the property must include an analysis of all permitted uses of the I-2 Heavy Industrial District, and the potential impacts of these uses on the adjoining residential neighborhood to the north. Uses permitted in I-2 include assembly, fabrication, processing, manufacturing, millwork, transportation and trucking services.
5. The term "spot zoning" is a descriptive term applied to any rezoning that results in a small piece of land, such as a single lot, having a different zoning designation than surrounding parcels. A rezoning of this type can be challenged legally if it conveys benefits to one land owner without considering the general welfare of others, and if it is not consistent with the Comprehensive Plan.

V. STAFF RECOMMENDATION – Rezoning:

Staff recommends denial of the Zoning Map Amendment as the request is not consistent with the City of La Vista Comprehensive Plan and may be consistent with the definition of illegal spot zoning if approved.

VI. PLANNING COMMISSION RECOMMENDATION – Rezoning:

The Planning Commission held a public hearing on September 15, 2016 and unanimously recommended denial of the Zoning Map Amendment as the request is not consistent with the City of La Vista Comprehensive Plan and may be consistent with the definition of illegal spot zoning.

VII. ATTACHMENTS TO REPORT:

1. Vicinity Map Depicting Changes to City of La Vista Zoning Map
2. May 20, 2016 letter to Torco Enterprises, Inc.

VIII. COPIES OF REPORT SENT TO:

1. Brian Torczon, Torco Enterprises, Inc.
2. Doug Dressen, Thompson, Dreessen and Dorner
3. Public Upon Request

Prepared by:

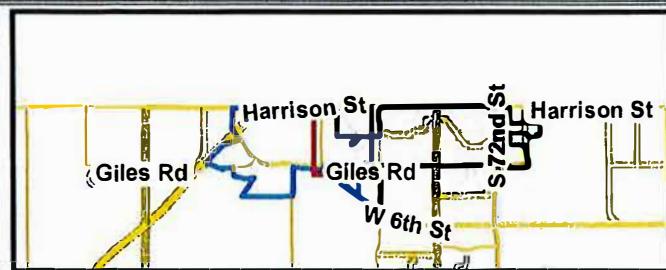
Community Development Director

10-12-16

Date



Project Vicinity Map



Val Vista Industrial Park Zoning Map Amendment Proposed I-1 to I-2





May 20, 2016

Mr. Brian Torczon
Torco Enterprises, Inc
10305 Chandler Circle
La Vista NE 68128

RE: Violation of Zoning Code-Lot 8 Val Vista Replat Four

Mr. Torczon

In response to two citizen complaints, the Community Development Director and I have visited 10305 Chandler Circle to inspect potential violations of the City of La Vista's Zoning Code.

We have found that Torco Enterprises, Inc. to be in violation of the following:

The use of the property as: *Facilities for heavy construction contractors*. This use is not permitted within the I-1 Light Industrial District.

Section 5.13.06.03 Use Limitations (in I-1 Zoning District)

No outdoor storage, except the display of merchandise for sale to the public, shall be permitted.

Section 4.13.06.04

No use shall produce a nuisance or hazard from fire, explosion, toxic or corrosive fumes, gas, smoke, odors, obnoxious dust or vapor, harmful radioactivity, offensive noises or vibrations, flashes, objectionable effluent, or electrical interference which may affect or impair the normal use and peaceful enjoyment of any surrounding property, structure, or dwelling. (Ordinance No. 1053, 1-15-08)

Section 7.05.03

All parking spaces for residential, commercial, industrial, public, or quasi-public uses shall be paved with asphalt or concrete.

Failure of Torco Enterprises, Inc to comply with these regulations shall be subject to the enforcement remedies provided by law. If the violations have not been corrected

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
p: 402-331-4343
f: 402-331-4375

Community Development
8116 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Fire
8110 Park View Blvd.
p: 402-331-4748
f: 402-331-0410

Golf Course
8305 Park View Blvd.
p: 402-339-9147

Library
9110 Giles Rd.
p: 402-537-3900
f: 402-537-3902

Police
7701 South 96th St.
p: 402-331-1582
f: 402-331-7210

Public Buildings & Grounds
8112 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Public Works
9900 Portal Rd.
p: 402-331-8927
f: 402-331-1051

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

within sixty (60) days from the date of this letter, the City shall take other lawful actions as is necessary to remedy the violation including removal of any such violations. This also may include a fine of \$100 per day for each and every day of non-compliance per violation.

If you have any questions regarding this matter, please contact myself or Chris Solberg at 402-331-4343.

Sincerely,



Jeff Sinnett

Chief Building Official

CC: Christopher Solberg-City Planner

CITY OF LA VISTA
LA VISTA COMMUNITY DEVELOPMENT AGENCY REPORT
OCTOBER 18, 2016 AGENDA

Subject:	Type:	Submitted By:
CONTRACT AWARD - DEMOLITION & SITE PREPARATION E REDEVELOPMENT PROJECT AREA	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared to award a contract to Anderson Excavating Co. of Omaha, Nebraska for demolition & site preparation for the 84th Street Mixed-Use Redevelopment Project Area in an amount not to exceed \$1,092,235.10.

FISCAL IMPACT

Both the FY17 and FY18 Capital Improvement Program provide funding for this project.

RECOMMENDATION

Approval

BACKGROUND

On September 6, 2016 the City Council authorized bids for demolition and site preparation services associated with the mixed use redevelopment project.

Bids were received on September 23, 2016 at 10:00 am. Two contractors submitted proposals as follows:

<u>Bidder</u>	<u>Bid Amount</u>
Anderson Excavating Co.	\$1,092,235.10
Valley Corporation	\$2,099,395.69

Both bids contained errors in extensions and/or additions of individual bid items. These errors were corrected in the bid tabulation that is attached.

The Engineer's Estimate was \$1,591,915.60. Because of the significant difference in bids the low bidder was contacted and they remain confident in their bid.

Anderson Excavating is very experienced in demolition work and it is recommended that a contract be awarded to them in an amount not to exceed \$1,092,235.10.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ACTING AS THE COMMUNITY DEVELOPMENT AGENCY, AWARDING A CONTRACT TO ANDERSON EXCAVATING CO., OMAHA, NE, FOR DEMOLITION AND SITE PREPARATION FOR THE 84TH STREET MIXED-USE REDEVELOPMENT PROJECT AREA IN AN AMOUNT NOT TO EXCEED \$1,092,235.10.

WHEREAS, the City Council of the City of La Vista has determined that demolition and site preparation for the 84th Street Mixed-Use Redevelopment Project Area is necessary; and

WHEREAS, the FY17 and FY18 Capital Improvement Program provide funding for this project; and

WHEREAS, Bids were received from two contractors, and

WHEREAS Anderson Excavating Co., Omaha, NE, has submitted the low, qualified bid, and

WHEREAS Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures Council approval prior to authorizing any purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award a contract to Anderson Excavating Co., Omaha, NE for demolition and site preparation for the 84th Street Mixed-Use Redevelopment Project Area, in an amount not to exceed \$1,092,235.10.

PASSED AND APPROVED THIS 18TH DAY OF OCTOBER, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



Demolition and Site Preparation Mixed Use
Redevelopment Project Area
La Vista, Nebraska

BID TABULATION
Date: 9/23/16 CD-I7-007
Time: 10:00am Page 1 of 1

Item No.	ITEM	CONTRACTOR		Valley Corporation		Anderson Excavating			
		QTY	UNIT	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
101	PHASE 1 BUILDING DEMO	1	LS	\$905,575.85	\$905,575.85	\$378,000.00	\$378,000.00		
102	PHASE 2 BUILDING DEMO	1	LS	\$25,201.37	\$25,201.37	\$27,035.00	\$27,035.00		
103	PHASE 1 UTILITY DEMO	1	LS	\$152,116.68	\$152,116.68	\$86,900.00	\$86,900.00		
104	PHASE 2 UTILITY DEMO	1	LS	\$6,998.97	\$6,998.97	\$9,900.00	\$9,900.00		
105	PHASE 1 CLEARING AND GRUBBING	1	LS	\$49,897.28	\$49,897.28	\$16,000.00	\$16,000.00		
106	PHASE 2 CLEARING AND GRUBBING	1	LS	\$1,983.34	\$1,983.34	\$2,600.00	\$2,600.00		
107	PHASE 1 PAVEMENT REMOVAL	71,794	SY	\$7.62	\$547,070.28	\$3.15	\$226,151.10		
108	PHASE 2 PAVEMENT REMOVAL	6,980	SY	\$7.57	\$52,838.60	\$3.60	\$25,128.00		
109	EXCAVATION ON-SITE	54,000	CY	\$3.75	\$202,500.00	\$3.45	\$186,300.00		
110	EMBANKMENT-BORROW	5,000	CY	\$16.79	\$83,950.00	8.40	\$42,000.00		
111	INSTALL SILT FENCE	3,000	LF	\$2.37	\$7,110.00	\$3.10	\$9,300.00		
112	CONSTRUCTION ENTRANCE	2	EA	\$2,509.94	\$5,019.88	\$1,750.00	\$3,500.00		
113	INSTALL CURB INLET PROTECTION	16	EA	\$242.95	\$3,887.20	\$300.00	\$4,800.00		
114	INSTALL AREA INLET PROTECTION	6	EA	\$105.90	\$635.40	\$3.50	\$21.00		
115	INSTALL EROSION CONTROL BLANKET, C125	3,800	SY	\$2.74	\$10,412.00	\$2.00	\$7,600.00		
116	INSTALL SEEDING - TYPE B	14	AC	\$1,121.32	\$15,698.48	\$1,650.00	\$23,100.00		
117	INSTALL COVER CROP SEEDING	14	AC	\$498.36	\$6,977.04	\$650.00	\$9,100.00		
118	INSTALL MULCHING	28	AC	\$436.07	\$12,209.96	\$650.00	\$18,200.00		
119	INSTALL ANTI-VORTEX DEVICE	2	EA	\$4,656.68	\$9,313.36	\$8,300.00	\$16,600.00		
				Total Base Bid Amounts		\$2,099,395.69		1,092,235.10	0.00
		ALTERNATIVE BID ITEMS							
A1	PHASE 1 CONCRETE CRUSHING	10,259	SY	\$5.93	\$60,835.87	\$3.75	\$38,471.25		
A2	PHASE 1 ASHPALT MILLING	61,535	SY	\$5.01	\$308,290.35	\$3.75	\$230,756.25		
A3	OVEREXCAVATION	3,000	CY	\$19.58	\$58,740.00	\$5.00	\$15,000.00		
Schedule Changes?				None		None			
Addendum - #1				Acknowledged		Acknowledged			
Bid Guarantee:				Check		Check			
Remarks:				Error in total bid summation.		Error in Bid Item #114 total, and resulting total bid.			
Engineer's Estimate & % (+/-)		\$1,591,915.60		\$507,480.09		31.88%		\$499,680.50	
								-31.39%	
								0.00%	

ITEM H

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 18, 2016 AGENDA**

Subject:	Type:	Submitted By:
DESIGN & CONST. PHASE ENGINEERING AGREEMENT - PHASE 1 PUBLIC INFRASTRUCTURE LA VISTA CITY CENTRE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the execution of a Professional Services Agreement with Olsson Associates (OA) to provide design phase and construction phase engineering services for Phase 1 Public Infrastructure in La Vista City Centre. The agreement establishes a not-to-exceed fee of \$416,000 (may increase based on additional work) for the scope of professional consulting services set forth therein.

FISCAL IMPACT

The FY17 Capital Improvement Program provides funding for this project.

RECOMMENDATION

Approval subject to Developer closing on the property before executing the agreement.

BACKGROUND

On August 16, 2016 the City Council authorized a Request for Proposals for design and construction phase engineering services, related to Phase 1 Public Infrastructure in City Centre. Proposals were received from Olsson Associates, Alfred Benesch & Company, and Miller & Associates. Proposals were evaluated and it has been determined that Olsson Associates is the most qualified to provide the necessary services. A detailed scope of services was developed with the recommended consultant and a not-to-exceed fee was subsequently established for the agreed upon scope of services. The proposed agreement is available for review in the City Clerk's Office.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ASSOCIATES TO PROVIDE DESIGN PHASE AND CONSTRUCTION PHASE ENGINEERING SERVICES FOR PHASE 1 PUBLIC INFRASTRUCTURE IN LA VISTA CITY CENTRE IN AN AMOUNT NOT TO EXCEED \$416,000.

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

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

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

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

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

PASSED AND APPROVED THIS 18TH DAY OF OCTOBER, 2016.

**LA VISTA COMMUNITY DEVELOPMENT
AGENCY**

**Douglas Kindig, Mayor
City of La Vista**

ATTEST:

**Pamela A. Buethe, CMC
City Clerk**

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 18, 2016 AGENDA

Subject:	Type:	Submitted By:
INTERLOCAL AGREEMENT - METROPOLITAN UTILITIES DISTRICT WATER MAIN EXTENSIONS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared to authorize execution of an Interlocal Cooperation Agreement with the Metropolitan Utilities District for installation of water mains associated with the public infrastructure, redevelopment project.

FISCAL IMPACT

Both the FY17 and FY18 budgets include funding in the Capital Improvement Program for this project.

RECOMMENDATION

Approval subject to the City Attorney approval of the final form of the interlocal agreement.

BACKGROUND

New water mains are necessary in conjunction with the public infrastructure redevelopment project. MUD estimates the initial cost of such work to be \$140,000. Payment to MUD for this amount was authorized at the September 20, 2016 City Council meeting subject to a satisfactory agreement with MUD being prepared. Additional water mains will be required as the design of public infrastructure proceeds.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH METROPOLITAN UTILITIES DISTRICT FOR INSTALLATION OF WATER MAINS ASSOCIATED WITH THE PUBLIC INFRASTRUCTURE, REDEVELOPMENT PROJECT

WHEREAS, the provisions of Nebraska State Statutes Sections 13-801, et. seq., provide authority for the City of La Vista to join with other governmental agencies on a basis of mutual advantage and in a manner that will accord best with geographic, economic, population and other factors by signing an Interlocal Cooperation Agreement; and,

WHEREAS, Metropolitan Utilities District needs to relocate existing water mains and provide new water mains in order to provide satisfactory public infrastructure to serve the proposed redevelopment project, and;

WHEREAS, the FY17 and FY18 budgets include funding in the Capital Improvement Program for this project; and

WHEREAS, the participants agree that this Interlocal Cooperation Agreement in no manner expands or restricts the authority otherwise granted to them by law; and

WHEREAS, such an agreement is in the best interests of the citizens of the City of La Vista.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby approves and authorizes the execution of an Interlocal Cooperation Agreement with Metropolitan Utilities District for installation of water mains associated with the public infrastructure, redevelopment project in form and content approved by the City Attorney.

PASSED AND APPROVED THIS 18TH DAY OF OCTOBER, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

**Pamela A. Buethe, CMC
City Clerk**

WATER MAIN RELOCATION AGREEMENT

District Job No. 100055001186

THIS AGREEMENT is entered into on _____ 20____, between the
METROPOLITAN UTILITIES DISTRICT OF OMAHA, NEBRASKA, a political subdivision of the State of Nebraska ("District") and the City of La Vista, a Nebraska municipality and political subdivision ("Applicant")

The parties find, determine, and agree as follows:

1. Pursuant to the Nebraska Interlocal Act, Nebraska Revised Statutes Section 13-801 et seq, as amended, ("Interlocal Act"), any power or powers, privileges, or authority exercised or capable of exercise by a political subdivision may be exercised and enjoyed jointly with any other political subdivision, and any two or more political subdivisions may enter into agreements with one another for joint or cooperative action pursuant to the Interlocal Act. Any one or more political subdivisions may contract with any one or more other political subdivisions to perform any governmental service, activity, or undertaking which at least one of the political subdivisions entering into the contract is authorized by law to perform; and

2. The purpose of the Interlocal Act is to permit local government units to make the most efficient use of their powers by enabling them to cooperate with other government units on a basis of mutual advantage and provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with factors influencing the needs and development of local communities; and

3. The District currently operates potable water services and facilities within the boundaries of Applicant and the Applicant desires relocation of a water main within right of way or utility easements of Applicant; and

4. The District and Applicant deem it to be to their mutual advantage to cooperate with each other to provide for relocation of the water main as described in this Agreement, and doing so will make more efficient use of their powers and facilities to their mutual benefit and advantage, and will accord best with factors influencing the needs and development of local communities.

5. The District and Applicant enter this Agreement pursuant to the Interlocal Act.

In consideration of the Applicant's payment of One Hundred Forty Thousand and 00/100 Dollars (\$ 140,000.00) to the District, the District shall:

Relocate 1,600' +/- of 8" ductile iron water main from S 83rd Ave. and Brentwood Dr. to the existing main in Marisu Ln. Relocation is planned to be performed as part of a future main extension agreement with the Applicant and all funds collected for this relocation will be applied to the main extension. (\$140,000). The estimated total cost of the main installation is \$ 140,000 of which cost the District shall assume \$ None.

If the estimated (total) cost for the installation of the main or the estimated contributions to other pioneer mains, or both, are not sufficient to cover the actual costs and/or contributions, Applicant shall pay to the District the actual costs and/or contributions, over the estimated costs and/or contributions. The District may refuse service from the main until such payment(s) has/have been made. If the actual (total) cost for the installation of the main and appurtenances or the estimated contributions to other pioneer mains, or both, are less than the amount paid, the difference, of either or both, whichever the case may be, shall be refunded to the Applicant.

The Applicant shall not change the location or grade of the street(s) over which Applicant has control, as shown on Exhibit "A". The Applicant shall grade the street(s) to conform to Exhibit "A" before the main installation. Where streets will not be paved, the right-of-way ("R.O.W.") shall be graded to conform to the grade that has been legally established by the appropriate governing body. Where the grade has not been established, the grade shall be satisfactory to the District. Where streets are to be paved, the District shall not begin the main installation until the Applicant has completed street paving, storm sewer inlet installation and finish grading of the R.O.W. If, within five (5) years from date the main installation is placed in service, the District deems it necessary to relocate, lower or raise the grade of all or part of the main as a result of the Applicant's failure to have brought the street(s) to grade before the main installation or a change in the grade or location of the street(s), then the Applicant shall pay the District's costs of raising, lowering or relocating the main.

The main shall be owned by and under the control of the District, its successors and assigns.

The District shall use reasonable efforts to avoid damaging or removing erosion control measures. The District may remove erosion control measures if the District determines that such measures interfere with the installation, repair or maintenance of the District's mains. The Applicant shall repair or replace erosion control measures after the District has completed the part of the main installation that required damage to or removal of the erosion control measures. The District shall not be responsible for damage to or removal of erosion control measures and shall not be responsible to repair or replace them. The Applicant shall indemnify the District from all liabilities, federal, state, local or personal, that may arise due to such damage or removal.

This main installation is subject to the approval of the District's Board of Directors. If the installation is not approved, this Agreement is void. If the Applicant cancels this Agreement or fails to perform under it, the Applicant shall pay the District's design costs and all other costs and expenses incurred.

Applicant shall not landscape or allow anyone else to landscape in the street right-of-way or in easements obtained for main installation prior to the main installation. If Applicant does so, the District may remove any landscaping necessary for installation of the water mains. Applicant shall pay the additional costs of main installation caused by such landscaping. Landscaping is defined as the placing of any decorative materials, including but not limited to, the planting of trees or shrubbery and the placing of large rocks or other large decorative objects.

This Agreement is conditioned upon receipt of all permits and easements necessary for the main installation.

If the main installation is delayed due to severe cold weather or when there is more than eight (8) inches of frost in the ground, the District's Contractor shall not be required to work on the project without additional compensation and/or an appropriate time extension.

In accordance with the Interlocal Act:

1. The duration of this Agreement shall be as follows: This Agreement shall begin upon its execution by both parties and end upon completion of performance of all the obligations of the parties as described herein;
2. There shall be no separate legal or administrative entity created by this Agreement to administer this Agreement.
3. The purpose of this Agreement is to provide for relocation of the water main as described above.
4. The City will pay for costs of the water main relocation as described above. No separate budget will be established or maintained by the parties apart from normal budget and accounting records maintained by each of the parties;
5. This Agreement will end upon completion of performance by both parties and shall not terminate before that occurs. The District will own the water main at all times, including the end of the Agreement.
6. The parties do not contemplate any levy, collection, or accounting for any tax authorized under sections 13-318 to 13-326 or 13-2813 to 13-2816; and
7. The _____ and City Engineer jointly shall be the administrators of this Agreement for the parties.
8. The water main will be acquired, held and disposed of in the manner described in this Agreement.

City of La Vista, Nebraska

METROPOLITAN UTILITIES DISTRICT OF OMAHA

By: _____

Title: _____

By: _____
Senior Vice President

Date: _____

Attest: _____

Title: _____

Address for giving notices:

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

APPROVED AS TO FORM:

Senior Vice President, General Counsel

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 18, 2016 AGENDA

Subject:	Type:	Submitted By:
FRANCHISE AGREEMENT AND COMMUNICATIONS CABLE AGREEMENT	◆ ORDINANCE RESOLUTION RECEIVE/FILE	KEVIN POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

SYNOPSIS

An ordinance has been prepared to approve a non-exclusive cable franchise agreement with Cox Communication Omaha, L.L.C.

FISCAL IMPACT

The current Franchise fees as identified in the master fee schedule will not change. The franchise fee is 5% of gross revenue.

RECOMMENDATION

Approval

BACKGROUND

The City entered in to a Franchise Agreement with Cox Communications on May 16, 2000 and the agreement has been amended one time. The following is a summary of the proposed changes.

Generally. The current form of cable franchise agreement was last negotiated by the City and Cox Cable when the Cox cable franchise was renewed approximately 15 years ago. The document, as presented at the meeting, has been updated to reflect industry changes and for consistency with other recently negotiated agreements in the metro area. Revisions include:

Term (2.2): Ten year renewal term.

System Requirements (3.1.1): Includes minimum 100 channels.

Continuity of Service (3.1.3): Ensure continuity of service.

Service to Public Buildings (3.6 & Ex D): Cox to continue providing complimentary service as currently provided to public buildings in the City. Other provisions apply to new service or buildings. Inventory of existing service in Exhibit D.

Government Access Channels (4 and Ex B): Placeholder - Updated provisions governing government access channels would be effective if the City ever decides to proceed with governmental programming.

Right of Way Map (8.3.1): Cox to provide maps of cable facilities in City right of way.

Internet Service (former (12/17): Delete internet-related provisions as inapplicable under cable franchise agreement.

Customer Service (Ex A): Updated customer service provisions consistent with applicable federal regulations, industry norms, and treatment of other cable customers in the metro area.

Exhibits (Ex C): Updated exhibits include standardized franchise fee worksheet.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA APPROVING THE RENEWAL OF A NONEXCLUSIVE CABLE FRANCHISE OF COX COMMUNICATIONS OMAHA, L.L.C.; AUTHORIZING THE EXECUTION OF THE NONEXCLUSIVE FRANCHISE AGREEMENT; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE

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

SECTION 1. The Mayor and City Council of the City find and determine that it is advisable to approve renewal of a nonexclusive franchise to Cox Communications, L.L.C. ("Franchisee") to maintain a cable system and provide cable services to the residents of the City.

SECTION 2. A nonexclusive franchise agreement between the City and Franchisee is presented at the meeting of the Mayor and City Council at which this Ordinance is considered and incorporated herein by this reference ("Franchise Agreement"). The City hereby approves renewal and continuation of the nonexclusive franchise of Franchisee to maintain a cable system and provide cable services to the residents of the City, and the Franchise Agreement between the City and Franchisee is hereby adopted and approved, subject to Franchisee's filing a certificate of franchise with the City Clerk, in form and content satisfactory to the City, and further subject to such ordinances, rules and regulations of the City (including, but not limited to, Chapter 115 of the La Vista Municipal Code) and such other applicable laws, rules and regulations, as in effect or amended from time to time.

SECTION 3. The Mayor and City Clerk of the City of La Vista are hereby authorized to execute the Franchise Agreement and to take such other action as is necessary or appropriate to carry out the actions approved herein.

SECTION 4. This Ordinance shall be in full force and effect from and after passage, approval and publication as provided by law, including without limitation publication in pamphlet form in the discretion of the City Clerk.

PASSED AND APPROVED THIS 18TH DAY OF OCTOBER, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Nonexclusive Franchise Agreement

Between

COX COMMUNICATIONS OMAHA, L.L.C.

And

CITY OF LAVISTA, NEBRASKA

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This Franchise Agreement (the "Franchise" or the "Agreement"), is entered into by and between the City of La Vista, a municipal corporation (the "Franchising Authority"), and Cox Communications Omaha, L.L.C., a limited liability company duly organized and validly existing under the laws of the State of Delaware, whose principal place of business is located at 11505 W. Dodge Road, Omaha, Nebraska (the "Company"). In consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

SECTION 1. DEFINITIONS

The following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

"Applicable Law" means all applicable federal, state and local laws, rules, regulations and other requirements, as adopted or amended from time to time, governing matters set forth in, arising out of or related to this Agreement, including, but not limited to the Cable Act.

"Basic Service" means the lowest priced tier of service which includes the retransmission of local broadcast television signals, including as a minimum, but not limited to, all must-carry signals and all PEG channels.

"Cable Act" means collectively Title VI of the Communications Act of 1934, as amended, 47 U.S.C. Sec. 521, et seq., and the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, as amended.

"Cable Television System" or "Cable System" means a facility of the Company, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which is provided to multiple Subscribers within the Franchise Area, but such term does not include: (1) a facility that serves only to retransmit the television signals of one (1) or more television broadcast stations; (2) a facility that serves Subscribers without using any Public Rights-of-Way; (3) a facility of a common carrier that is subject, in whole or in part, to the

provisions of Title II of the Communications Act of 1934, except that such facility shall be considered a Cable System (other than for the purposes of Section 621(c) of the Cable Act) to the extent that such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (4) an open video system that complies with §653 of the Cable Act; or (5) any facilities of any electric utility used solely for operating its electric utility system.

"Cable Service" or "Service" means: the one-way transmission to Subscribers of (i) video programming or (ii) other programming services, such as digital audio; and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

"Company" means Cox Communications Omaha, L.L.C., a limited liability company duly organized under the laws of the State of Delaware whose principal place of business is located at 11505 W. Dodge Road, Omaha, Nebraska, 68154.

"Control" or "Controlling Interest" means, except to the extent otherwise defined elsewhere in this Agreement, actual working control in whatever manner exercised.

"Effective Date" means the last date that this Franchise Agreement is executed by the parties on the last page hereof and a Certificate of Franchise is issued and accepted. The prior franchise agreement between Franchising Authority and Company shall cease to govern the franchise of the Franchising Authority in the Franchising Area as of midnight of the day immediately preceding the effective date of this Agreement.

"Expanded Basic Service" means Basic Service and the next tier of cable services above the Basic Service tier, or the future analog or digital equivalent offered by Cox, together constituting sixty or more channels of programming and excluding premium or pay-per-view services.

"FCC" means the Federal Communications Commission, its designee, or any successor thereto.

"Franchise Area" means the incorporated limits of the City of La Vista, Nebraska, as constituted from time to time during this Agreement.

"Franchisee" means Company.

"Franchising Authority" or "City" means the City of La Vista, Nebraska, or its successor, or any official, officer, employee, agent, board, bureau, authority, agency, commission, or department specifically designated or authorized by the Franchising Authority to act on its behalf with respect to one or more specified matters under this Agreement .

"Governmental Programming Channels" means those channels designated by the Company to provide Governmental Programming.

"Governmental Programming" means such information, data, messages, broadcasts and public meetings of the Franchising Authority and such other political subdivisions of the State of Nebraska or other governmental unit, or any committee, body or agency thereof, and any other civic, public, educational or governmental programming, as authorized from time to time by the Franchising Authority or its designee.

"Gross Revenue" shall mean all revenue derived directly or indirectly by the Company and any affiliate, subsidiary, parent, or any Person in which the Company has a financial interest from the operation of the Cable System to provide Cable Service pursuant to this Agreement.
Provided, "Gross Revenue(s)" shall include, but not be limited to:

- a. Revenue derived from any tier of Cable Service;
- b. Revenue derived from optional premium Cable Services;
- c. Revenue derived from Pay Television Cable Services;
- d. Revenue derived from installation, disconnection, reconnection and changes in service;
- e. Late fees;
- f. Franchise Fees;
- g. Revenue derived from leased channel fees for commercial leased access programming and services;
- h. Converter rentals;
- i. Studio rental, production equipment and personnel fees;
- j. Advertising revenues from the provision of Cable Services over the Cable

System;

- k. Revenues from program guides and electronic guides;
- l. Revenues from home shopping, and other revenue-sharing arrangements;
- m. Additional outlet fees;
- n. All revenues derived from any ancillary services related to the provision of Cable Service pursuant to this Franchise; and
- o. Revenue received by any entity other than the Company where necessary to prevent evasion or avoidance of the obligation under this Franchise to pay the Franchise Fees.
- p. "Gross Revenue(s)" shall not include:
 - i. Bad debt;
 - ii. Any taxes on services furnished by the Company, which are imposed directly on any Subscriber or user by the State, City or other governmental unit and which are collected by the Company on behalf of said governmental unit. The Franchise Fee is not such a tax; or
 - iii. Revenue from or fees for any services other than Cable Services or from services that are not provided to Subscribers via the Cable System.

The parties intend for the definition of Gross Revenue(s) to be as inclusive as possible consistent with existing "Applicable Law." Applicable Law, for purposes of this Agreement, means all applicable federal, state and local laws, rules, regulations and other requirements, as adopted or amended from time to time, governing matters set forth in, arising out of or related to this Franchise and including, but not limited to, the Cable Act. If there is a change in Applicable Law subsequent to the Effective Date of this Franchise, such change shall not impact this Gross Revenues definition, unless the change specifically preempts the affected portion of the definition above.

means all revenues received by the Company or any affiliate, in whatever form and from any and all sources, from or in any way related to or connected with the operation of the Cable System to

provide Cable Service. The term Gross Revenue shall include compensation received from advertising to the extent such compensation is considered revenue under Generally Accepted Accounting Principles and shall include but not be limited to (A) subscription and other revenues received on or on account of all Cable Services provided over the Cable System in the Franchise Area; (B) revenues derived from any tier of Cable Service, any optional premium Cable Service, any pay television service, any installations, disconnections, reconnections or changes in service; (C) any revenues derived from leased channel fees for commercial leased access programming and services, any late or franchise fees; (D) any converter or studio rentals, production equipment or personnel fees; (E) receipts from sale or leasing of Cable Service equipment at retail within the City of La Vista; and (F) receipts from program or electronic guides, home shopping and other revenue arrangements, interactive services, enhanced services; (G) additional outlet fees; (H) all revenues derived from any ancillary services related to the provision of Cable Services pursuant to this Franchise; and (I) revenues received from any entity other than the Company where necessary to prevent evasion or avoidance of the obligation under the Franchise to pay the franchise fees. information services, high-speed data services, cable modem services, Internet access and services (such as an Internet service provider) until or unless, and to the extent that, any such data service is hereafter determined to be a non-cable service under applicable federal law; provided, however, that unless and until such data service is determined to be a non-cable service under applicable federal law, the Company shall not challenge the payment of fees on revenues received from such data service; and provided, further, that in the event such data service is determined to be a non-cable service under applicable federal law, the Company agrees that it will not seek or be entitled to reimbursement from the Franchising Authority for any fees previously paid to the Franchising Authority with respect to revenues received from such data service. The term Gross Revenue shall not include: (i) fees or taxes which are imposed directly or indirectly on any Subsriber by any governmental unit or agency, and which are collected by the Franchisee on behalf of such governmental unit or agency (provided, however, that the franchise fee is not a tax and Gross Revenue shall include all amounts directly or indirectly collected by the Franchisee to pay franchise fees under this Agreement); (ii) revenue from or fees for any services other than Cable Services or from services that are not provided to Subscribers via the Cable System and (iii) Subsriber bad debt. The parties intend for the definition of Gross Revenues to be as inclusive as possible consistent with existing "applicable law." "Applicable law" for purposes of this Agreement means all applicable federal, state and local laws, rules, regulations and other requirements, as adopted or amended from time to time, governing matters set forth in, arising out of or related to this Agreement and including, but not limited to, the Cable Act. If there is a change in applicable law subsequent to the Effective Date of this Franchise, such change shall not impact this Gross Revenues definition unless the change specifically preempts the affected portion of the definition above.

"Normal Business Hours" means, for purposes of FCC rules referred to in Section 6.1 of Exhibit A in effect on the date that this Agreement is executed, and for any other purpose of this Agreement, with respect to office hours and in-person and live telephone service at Company's local office, 8 a.m. to 5 p.m., Monday through Friday, and 9 a.m. to 1 p.m. on Saturday, unless otherwise agreed by Franchisee and Franchising Authority. For hours other than specified in the foregoing sentence, Company shall make available a live operator or telephone answering service twenty-four (24) hours each day, seven (7) days a week, which shall be the Normal Business Hours during these times with respect to the telephone service provided.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit.

"Street", "Public Right-of-Way" or "Right-of-Way" means the surface of, and the space above and below, any dedicated public street, highway, freeway, bridge, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other dedicated public right-of way in the Franchise Area, including, but not limited to, easements within the Franchise Area which have been dedicated for compatible uses; but shall not include any property of the Franchising Authority which is not a dedicated public right-of-way, street, highway or alley.

"Subscriber" means any Person lawfully receiving any .Cable Service by means of or in connection with the Cable System, whether or not a fee is paid for such Cable Service.

SECTION 2. GRANT OF AUTHORITY

2.1 **Grant of Franchise.** Subject to the terms and conditions of this Franchise Agreement, the charter of the Franchising Authority and applicable ordinances of the Franchising Authority from time to time, the Franchising Authority hereby grants to the Franchisee a nonexclusive franchise which authorizes the Franchisee to construct, install, operate and maintain a Cable System in, along, upon, across, above, over or under the Public Rights-of-Way within the Franchise Area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Rights-of-Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System.

2.2 Term of Franchise. This Franchise shall expire 1510 years from the ~~commencement~~Effective Date of this contract.

2.3 Renewal. Subject to Section 626 of the Cable Act (47 U.S.C. § 546), the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

2.4 Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority, to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority's right to require the Company or any Person utilizing the Cable System to secure the appropriate permits or authorizations for such use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets.

2.5 Absent a change in applicable law following the Effective Date of this Agreement, the Company (1) acknowledges and accepts the Franchising Authority's legal right to issue and enforce the Franchise and this Agreement; (2) accepts and agrees to comply with each and every provision of this Agreement; (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary; and (4) agrees not to challenge or attempt to challenge in any claim or proceeding any condition or term of this Agreement or otherwise contend the same to be unreasonable, arbitrary or void or that the Franchising Authority was without power or authority to make such term or condition. The Company accepts and will accept the validity of the terms and conditions of all generally applicable, non-discriminatory local laws as it exists and may be amended from time to time throughout the term of its Franchise in its entirety; provided, however, that any such amendments of local law that are solely applicable to cable service franchises or cable systems and completely discretionary rather than made to reflect changes to federal or state laws, rules or regulations, shall not conflict with the terms of this Franchise; provided, however, that nothing set forth in the foregoing provisions of this Section 2.5 shall prevent or prohibit the Franchising Authority or Company from receiving the benefit of mandated rights subsequently enacted under federal or state law which expressly preempt any of the terms, provisions and/or obligations hereunder. In the event any such rights are subsequently enacted under federal or state law, the Company agrees that this Agreement, at the option of the Franchising Authority either party, shall be subject to renegotiation. Should any local law or ordinance be enacted with terms and conditions that are in direct conflict with the terms and conditions of this Franchise, the terms and conditions of this Franchise will be controlling.

2.6 This Agreement and the Franchise granted hereunder shall constitute both a right and an obligation to provide Cable Services as set forth herein. The Company's authority under this Agreement is subject to and must be exercised in strict accordance with the provisions of the

City Code.

2.7 This Franchise does not authorize the provision of any service other than Cable Services or in any way relieve the Company of any generally applicable, non-discriminatory obligation to obtain any additional authorizations or permits now or hereafter required to use the Public Rights-of-Way in the Franchise Area to provide Cable Services or other services. The provisions of this Agreement are not a bar to the imposition of similar, different or additional generally applicable, non-discriminatory conditions with respect to the use of the Public Rights-of-Way in the Franchise Area in connection with the provision of Cable Services or services other than Cable Services provided such conditions are materially consistent with the conditions imposed on similarly situated Public Rights-of-Way users, other than the Omaha Public Power District and the Metropolitan Utilities District to the extent of any special rights or powers of such Districts in or to Public Rights-of-Way pursuant to applicable state law. Nothing herein shall be read to prevent Company from providing other non-cable services to the extent consistent with applicable law.

2.8 No Right-of-Way shall be used by Company if the Franchising Authority determines that such use is inconsistent with the terms, conditions or provisions by which such Right-of-Way was created or dedicated, or are presently used, or the City Code.

2.9 No rights shall pass to the Company by implication. Without limiting the foregoing, by way of example and not limitation, this Agreement shall not include or be a substitute for:

(A) Any other generally applicable, non-discriminatory permit or authorization generally required under the City Code for the privilege of transacting and carrying on a business or activities within the Franchise Area that may be required by the Franchising Authority; or

(B) Any generally applicable, non-discriminatory permits or agreements for occupying any property of the Franchising Authority or private entities to which access is not specifically granted by this Agreement including, without limitation, generally applicable non-discriminatory permits and agreements for placing devices on or in poles, conduits, other structures, or railroad easements, whether owned by the Franchising Authority or another Person or entity.

3.1 The Cable System and Its Operations

3.1.1 General Obligation. The Company shall construct, operate, maintain, and upgrade the Cable System as provided in this Agreement and in accordance with applicable law capable of providing a minimum of one hundred (100) channels of Cable Service to Subscribers in the Franchise Area. ~~The Company in its sole discretion may determine the allocation of analog and digital capacity on the Cable System, and when to commence offering Cable Service or any other services using the digital capacity of the Cable System.~~

3.1.2 Cable Service to All Persons. The Company shall make Cable Service available to every person requesting the same at any location, including persons residing in individual units of a multiple dwelling unit, within the Franchise Area and no charge shall be imposed on any current or potential subscriber in the Franchise Area for extending Cable Service to the requestor's location so long as the requestor is within one mile of the Franchisee's trunk or distribution cable and there are at least five residential units within a radius of 500 feet of the requestor's location. In the event a person requesting Cable Service is beyond the area set forth in the previous sentence, the Franchisee shall pay the costs of extending the Cable System the first 1,000 feet from the point of the Franchisee's trunk or distribution cable nearest the requestor's location and the requestor may obtain service by paying the construction costs to extend the Cable System the remainder of the distance to the requestor's location. In any new subdivision or development in the Franchise Area, Company shall extend or install the Cable System no later than the date on which electric or telephone utilities are installed such that the Company need only install drops in a dwelling in order to provide Cable Service in the subdivision or development. The Company shall offer the individual units of a multiple dwelling unit all Cable Services offered to single dwelling units in the Franchise Area and shall individually wire units upon request of the property owner or renter who has been given written authorization by the owner; provided, however, that any such offering is conditioned upon the Company having legal access to said unit. The Franchising Authority acknowledges that the Company cannot control the dissemination of particular Cable Services beyond the point of demarcation at a multiple dwelling unit.

3.1.3 Mandatory Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Company are honored. In the event that Company elects to overbuild, rebuild, modify, Transfer (as defined in Section 9 of this Agreement) or sell the Cable System or Franchise, or Company gives the Franchising Authority notice of intent to terminate or fails to renew its Franchise, the Company shall act in good faith and in accordance with Applicable Law so as to insure that all Subscribers receive continuous, uninterrupted

Cable Service regardless of the circumstances. In the event of a change of Company, or in the event a new operator acquires the Cable System or Franchise, the Company shall, in good faith and in accordance with Applicable Law, cooperate with the Franchising Authority, new franchisee or operator in maintaining continuity of Cable Service to all Subscribers in good standing.

In the event Company fails to provide Cable Service for seven (7) consecutive days without prior approval of the City or without just cause, the City may, at its option, provide Cable Service or designate an operator until such time as Company restores Service under conditions acceptable to the City or a permanent operator is selected. If the City is required to fulfill this obligation for the Company, the Company shall reimburse the Franchising Authority for all reasonable costs or damages in excess of revenues from the Cable Service or Cable System received by the Franchising Authority that are the result of the Company's failure to perform. The Franchising Authority shall also be entitled to its payment of the Franchise Fee during that period.

3.1.43 Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC in effect from time to time, and shall provide to Franchising Authority upon request a written report of the results of any testing of the Cable System or Cable Services. Franchisee shall at all times maintain a skilled workforce and inventory of parts that are necessary for the erection, construction, operation, maintenance and repair of the Cable System, and Franchisee's performance of any other obligation hereunder, from time to time under this Agreement.

3.1.45 Emergency Alert System. The Company shall install and maintain an Emergency Alert System that meets all requirements of federal law.

3.2 Requirements With Respect to Work on the Cable System

3.2.1 General Requirements. All work involved in the construction, operation, maintenance, installation, use, operation, repair, upgrade, relocation or removal of the Cable System shall be performed in a safe, thorough, reliable, good and workmanlike manner, applying high standards of engineering and workmanship, and using materials of good and durable quality, and shall meet or exceed (i) all applicable federal, state or local laws, rules, regulations, ordinances, orders or codes, (ii) safety or industry codes applicable to the work performance or governing those persons performing the work, and (iii) requirements of any utility whose poles or conduits are used for the Cable System or any part thereof. If, at any time, it is reasonably determined by the Franchising Authority or any other agency or authority of competent jurisdiction that any part of the Cable System, including, without limitation, any means used to distribute Signals over or within the Cable System, is harmful to the health or safety of any Person, then the Company shall, at its own cost and expense, promptly correct all such conditions.

3.2.2 Licenses and Permits. The Company shall obtain all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, repair or upgrade the Cable System, or any part thereof, and shall comply with any other code or ordinance of the Franchising Authority, as amended from time to time, and obtain any other approval or permission, as required from time to time for the Franchisee to perform hereunder, including, but not limited to, obtaining any permit that is required prior to use of Rights-of-Way or commencement of construction. Company shall be subject to all laws, rules, regulations and orders regarding private property with respect to performance under this Agreement. Company shall comply with all applicable zoning or land use ordinances, restrictions or regulations as may exist from time to time.

3.2.3 Relocation of Lines. If the grades of lines of any Street or Public Right-of-Way within the Franchise Area are changed at any time during the term of the Agreement, then the Company shall, at its sole cost and expense, upon the request of the Franchising Authority after reasonable prior notice to Company, protect or promptly alter or relocate the Cable System, or any part thereof, as directed by the Franchising Authority, so as to conform with such new grades or lines. In addition to, but not in limitation of the foregoing, Company shall protect, support, disconnect or remove from the Right-of-Way any portion of the Cable System when required to do so by the Franchising Authority due to any excavation, construction, repair, maintenance, grading, regrading, installation, vacation or relocation of any streets, sewers, pipes or other public facilities, structures, improvements or work. Furthermore, if a Street where Company has lines or other facilities is vacated, eliminated or closed, the Company's rights under this Agreement with respect to said Street shall terminate upon 30 days notice and Company shall remove the Cable System from the former Street unless it obtains easements from property owners permitting the Cable System to remain; provided, however, that Franchising Authority may reserve easements for Cable System to use the former Street to the extent reserved for other utilities. Company shall pay the entire cost and expense of any removal, movement, relocation, installation or reinstallation of any lines or other facilities pursuant to this 3.2.3 unless it is for the benefit of a private party, in which case Company may charge the private party for actual costs and expenses.

3.2.4 Protection of Structures. In connection with the construction, operation, maintenance, repair, upgrade, or removal of the Cable System, the Company shall, at its own cost and expense, protect any and all existing structures belonging to the Franchising Authority and all designated landmarks. The Company shall obtain the prior approval of the Franchising Authority before altering any water main, sewerage or drainage system, or any other municipal structure, improvement or property. Any such alteration shall be made by the Company, at its sole cost and expense, and in a manner prescribed by the Franchising Authority. The Company agrees that it shall be liable, at its own cost and expense, to replace or repair and restore, in a manner as may be specified by

the Franchising Authority, any Street or other municipal structure, improvement or property that may be disturbed, damaged or destroyed as a result of any work hereunder or any act, omission or negligence of Company or its designee to as good or better condition as existed immediately before the disturbance, damage or destruction, and to maintain said condition for one (1) year thereafter. Company shall erect, install, construct, repair, replace and maintain the Cable System and otherwise carry out its duties under this Agreement in a manner that (i) minimizes interference with use of the Rights-of-Way and the property, inhabitants and activities in the Franchise Area; and (ii) does not unduly burden the present or future use of the Rights-of-Way. If the Franchising Authority determines that any portion of the Cable System constitutes an undue influence or burden, the Company shall at its sole cost and expense modify the Cable System or take such other action as the Franchising Authority determines to remove, eliminate or alleviate the influence or burden within the period specified by the Franchising Authority.

3.2.5 Movement of Wires. The Company shall, upon at least ~~forty-five~~^{thirty} (4530) days prior written notice (or such other notice period as agreed to by the parties) to Company by the Franchising Authority of any Person holding a permit (including a permit to move a structure) temporarily move its wires or other equipment. The Company may impose a reasonable charge on any Person (other than the Franchising Authority) for any such movement of its wires or equipment and may require payment in advance; provided, however, that the amount charged by Company shall not be greater than the Company's actual direct costs to carry out the move.

3.2.6 Emergency Actions. The Franchising Authority may, in case of fire, disaster, or other emergency situations, as reasonably determined by the Franchising Authority, cut or move any of the wires, cables, amplifiers, appliances, or other parts of the Cable System, in which event the Franchising Authority shall not incur any liability to the Company. When possible, the Company shall be consulted prior to any such cutting or movement of its wires and be given the opportunity to perform such work itself. All costs to repair or replace such wires, cables, amplifiers, appliances or other parts of the Cable System shall be borne by the Company.

3.2.7 Safety Precautions. The Company shall, at its own cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites, including the placing and maintenance of proper guards, fences, barricades, watchmen, and suitable and sufficient lighting.

3.2.8 Other Property. Before entering or performing work on any municipal or private property in the Franchising Area, Company shall obtain the written permission of the property owner. In addition, Company shall at its sole cost and expense immediately restore and replace any real or personal property that is disturbed, damaged or destroyed as a result of any work hereunder or act,

omission or negligence of Company or its designee to as good or better condition as such property was in immediately before the disturbance, damage or destruction, and shall maintain said condition for one (1) year thereafter.

3.2.9 Tree Trimming. Company shall have the authority to trim trees to prevent damage to the Cable System; provided, however, that any trimming shall be (i) performed in accordance with governing ordinances and codes from time to time; and (ii) except in the event of an emergency, subject to the prior written approval of the owner of the property on which the trees are located.

3.3 Maps and Plats

3.3.1 Company's Obligation. The Company shall make available for inspection by the Franchising Authority true and accurate maps or plats of all existing and proposed installations and update the same at reasonable intervals so that the Franchising Authority will at times have access to current set of such maps and plats.

3.3.2 Franchising Authority's Obligation. The Franchising Authority shall provide upon request from the Company the boundaries from time to time of the Franchise Area.

3.4 Undergrounding of Cable System. For any Cable System expansion, the Company shall place the Cable System lines and equipment underground in localities where both telephone and power lines are underground. For existing facilities (or any other aerial facilities during this Agreement), the Company shall replace aerial facilities with underground facilities if and when other utilities are required by the Franchising Authority to place facilities underground. At no time shall the Cable System be the only aerial facility.

Where undergrounding is required, the Company shall, with prior written consent of Franchising Authority, have the option of sharing or not sharing in utility trenches.—Nothing in this section shall preclude the Company from placing active components, including pedestals and power supplies, above ground in areas where facilities are otherwise required to be underground, unless similar components of telecommunications providers or other cable providers are required to be underground.

3.5 No Liability to Company. Neither the Franchising Authority nor its officers, officials, employees, agents, attorneys, consultants or independent contractors shall have any liability to the Company as a result of or in connection with the protection, movement, removal, alteration, or relocation of any part of the Cable System by or on behalf of the Company or the Franchising Authority in connection with any emergency, public work, public improvement, alteration of any municipal structure, or any change in the grade or line of any Street, as provided in this Agreement.

3.6 Service to Public Buildings.

3.6.1 Public Buildings in the Franchise Area that are receiving and using services, drops, outlets, lines, facilities and equipment from Company, including without limitation converter units, immediately before the Effective Date of this Agreement (“Existing Service”) will be allowed to continue the same free of charge and without offset against the Franchise Fee under this Agreement during the term of this Agreement. A complete list of all Existing Services is attached as Exhibit D and is incorporated herein by this reference. The Franchising Authority and Company within 90 days after the Effective Date of this Agreement will inventory and create a list of Existing Services.

3.6.2 With respect to any new request after the Effective Date of this Agreement for service for a Public Building that is not an Existing Service, the Company shall provide free of charge and not subject to offset against the Franchise Fee, throughout the term of this Agreement, one (1) service drop, two (2) outlets and two (2) converter units if necessary, and Basic Service and Expanded Basic Service (i.e. together the equivalent of sixty (60) or more Channels of programming) or the future equivalent of such service tiers offered by Company in the Franchise Area (“Complimentary Service”), to each of the public facilities located in the Franchise Area, including but not limited to: City Hall; all public fire stations and police stations; all public libraries; all Governmental Programming access facilities designated by the Franchising Authority; all City and County administrative and operational buildings; all public and private accredited K-12 schools located in the Franchise Area (“Public Buildings”). Each separate unit of a jointly owned public facility shall constitute a separate Public Building for purposes of this 3.6.2 to the extent technically feasible to provide Complimentary Service to each separate unit of a jointly owned public facility.

3.6.3 For purposes of this Section 3.6, the term “Designated Representative” shall include anyone designated by the local governing body responsible for the Public Building in question. The Designated Representative may request Complimentary Service to Public Buildings which shall be made in writing. With respect to all Public Buildings in existence as of the Effective Date of this Agreement, Company shall be responsible for all costs of extension for any installation which is less than four thousand (4,000) cable feet from the Company’s “activated remote terminal plant,” which for purposes of this Agreement means activated lines. The Such Public Building shall pay any net additional drop or extension Installation Costs in excess of four thousand (4,000) cable feet. With respect to any Public Building coming into existence or relocated after the Effective Date of this Agreement, and to the extent applicable to other similarly situated cable systems operated by Cox in the metropolitan area in which the Franchise Area is located, Company shall be responsible for all costs of extension for any installation which is less than two hundred (200) cable feet from the Company’s activated plant and such Public

Building shall pay any net additional drop or extension Installation Costs in excess of two hundred (200) cable feet The change to two hundred feet in the immediately preceding sentence will be effective no earlier than two hundred feet is the specified standard in Cox cable franchise agreements in a majority of the cities in the Omaha metropolitan area.

For purposes of this Section 3.6, “Installation Costs” shall include only the Company’s documented cost of: (1) necessary materials, equipment and hardware to complete the installation; and (2) required labor charged at Company’s lowest hourly service charge taking into account the classification and skill level of employee(s) needed to perform. The recipient of the Complimentary Service will secure any necessary right of entry.

3.6.4 Notwithstanding anything to the contrary set forth in this Section 3.6: (i) Company and the Franchising Authority agree that Company shall not be required to honor a Complimentary Service request to any Public Building unless it is technically feasible; and (ii) Company during the term of this Agreement also will provide free of charge to the City any additional equipment or requirements periodically necessary to receive or use any service or equipment provided pursuant to this Section 3.6.

3.6.5 Nothing in this Section 3.6 is intended to prevent a separate written agreement between any entity receiving Cable Services under the terms hereof and the Company regarding the subject matter hereof. To that end, in the event a separate written agreement with any such entity is negotiated and agreed upon, the Company shall give notice thereof to the Franchising Authority and advise therein as to the provisions of this Franchise which are no longer applicable to such entity. In no event, however, shall the Company be relieved of its obligations to meet the requirements of this Section 3.6 should such a written agreement fail to materialize, be terminated, or expire during the term of this Franchise.

3.6.6 The Franchising Authority acknowledges and agrees the Company shall have no obligation to provide Complimentary Service to any private Person or entity which is leasing space in a Public Building.

SECTION 4. GOVERNMENT ACCESS CHANNELS

4.1 Election and Effective Date. All provisions set forth in this Section 4 and attached Exhibit B shall apply only if the Franchising Authority elects to begin use of Government Access Channels for Governmental Programming, which election shall be made by giving at least 180 days advance written notice to the Company.

4.24 Channel Capacity. The Company shall designate channel capacity on the Basic Service tier for Governmental Programming to be provided by the Franchising Authority or its designee (which programming may be provided pursuant to an interlocal cooperation agreement in conjunction with one or more of Ralston, Papillion, ~~or Bellevue or any other governmental entity~~, or a board or committee of representatives authorized by said municipalities ~~or entity~~ and the Franchising Authority). The ~~Company~~ Franchising Authority shall have the option of initially ~~activating~~designating ~~up to~~ two (2) channels for Governmental Programming. Except as otherwise provided by law, the channels and any programming thereon shall be under the exclusive management and control of the Franchising Authority or its designee and shall be used solely for Governmental Programming. The Franchising Authority may at any time allocate or reallocate the usage of the Governmental Programming Channel(s) among and between different uses and users in the Franchising Authority's sole discretion. Company agrees to cooperate and consult with Franchising Authority, free of charge, to ensure that any purchases of equipment by Franchising Authority and installations completed by the Franchising Authority are compatible with the Company's Cable Service and Cable System, technology and reasonably foreseeable system specifications..

4.32 Channel Designations. The Company shall have sole discretion to make channel number assignments for Governmental Programming Channel. In the event the Company is required by federal law or regulations to change the channel number of a Governmental Programming Channel, the Company shall provide thirty (30) days advance notice to the Franchising Authority and its Subscribers. Should Company decide to change the channel number for any other reason, the Company shall notify the Franchising Authority of such change and the reason for the change at least thirty (30) days prior to the proposed change. Company shall use its best efforts to place Governmental Programming Channels in a consecutive or near-consecutive block of Channel numbers in reasonably close proximity to other public affairs programming (e.g., CSPAN, PBS)-on the Basic Service Tier on the Basic Service tier. Company agrees not to encrypt the Governmental Programming Channels any differently than commercial Channels available on the Cable System. Company agree to discuss, at the option of the Franchising Authority, shall working with the Franchising Authority to place educational or governmental content on the Cable System in the form of video "on demand" programming. Only upon mutual written agreement by Company and Franchising Authority may Company consolidate the Governmental Programming Channels to a single Channel -on the Basic Service Tier on the Basic Service tier. If mutually agreed upon, all of the Governmental Programming Channels could then be accessed either as an application on a menu or as choices on the assigned Channel. The Franchising Authority agrees to consider any reasonable proposal regarding Governmental Programming consolidation.

4.43 Additional Governmental Programming Channels. The Company shall make available up to one (1) additional Governmental Programming Channel to the Franchising Authority pursuant to this section. This Channel shall be made available if the following criteria are met:

(i) Existing Governmental Programming on each existing Governmental Programming Channel exceeds eighteen (18) hours per day, at least six (6) days per week, and this level of programming is continuous for a period of twenty-six (26) consecutive weeks;

(ii) At least 70% of such Governmental Programming is locally produced programming, of which at least twelve (12) hours per week is programming other than character generated programming.

(iii) No more than four (4) hours per day of Governmental Programming during such 26-week period represents repeat programming. For the purposes of this section "repeat" programming shall consist of programming that has already been shown at least one time on any Governmental Programming Channel during the preceding four (4) weeks. The additional Governmental Programming Channel shall be made available within 60 days following the written request of the Franchising Authority and verification of compliance with each of foregoing conditions.

4.54 Use of Unused Capacity. Whenever any Governmental Programming Channel is programmed for less than eight (8) hours per day, six (6) days per week for a continuous period of not less than 26 consecutive weeks, the Franchising Authority shall permit the Company to utilize unused channel capacity on that channel; subject to such rules and procedures as specified by Franchising Authority from time to time. Any request from the Company to use any fallow capacity designated for a Governmental Programming Channel must be submitted in writing to the Franchising Authority. If the Franchising Authority fails to act on the Company's request within sixty (60) days, it shall be deemed approved. After approval, the Company may continue to utilize the unused capacity of the channel for any other purposes it so chooses, consistent with the Franchise, until the Franchising Authority determines that all or a part of such channel capacity is needed for Governmental Programming. The Company shall be given not less than sixty (60) days to relinquish use of part of the channel back to the Franchising Authority. This provision shall not be construed to require the Franchising Authority to rearrange or reschedule any programming upon said channel.

4.65 Maximum Number of Governmental Programming Channels. The maximum number of Governmental Programming Channels, which may be required under this Agreement, shall be three (3), subject to the usage requirements in Section 4.4.

4.7 Other Requirements. Additional requirements for Governmental Programming Channels are set forth in Exhibit B, attached hereto and incorporated herein by this reference.

5.1 Rates, Fees and Charges. Before any new or modified rate, fee, charge, deposit or associated term or condition for Cable Service may be imposed, the Company must provide notice to the Franchising Authority of the change, and notify affected Subscribers. Submission of a Company rate card which reflects all current rates, fees, charges, deposits and associated terms and conditions will satisfy the requirements of this section.

5.2 Prohibition Against Discrimination in Charges to Residential Subscribers. The Company shall not discriminate between or among any residential Subscribers in the rates, terms and conditions for any Cable Service; provided that the foregoing requirement shall not prevent (to the extent otherwise permitted by applicable law) the use of (i) short-term sales promotions and other short-term discounts or reduced charges; (ii) reasonable discounts or reduced charges to senior citizens or economically disadvantaged groups; or (iii) bulk rate arrangements. Nothing in this section shall be construed to prevent the Company from individually negotiating the rates, terms and conditions of Cable Service provided to nonresidential customers. Notwithstanding the foregoing, Company shall not deny service, deny access or otherwise discriminate on rates or any other terms or conditions of Cable Services (or any related service provided by Company) on the basis of race, color, creed, religion, ancestry, national origin, sex, disability, age, familial status, marital status, income level, demographics, status with regard to public assistance or location within the Franchise Area.

5.3 Parental Control Devices. Upon the request of a Subscriber, the Company shall make available a device, or an application within its convertors, by which the Subscriber can block completely the video and audio Signals of a particular Cable Service during periods selected by that Subscriber.

5.4 Franchising Authority's Regulation of Fees and Charges. The Franchising Authority reserves the right to regulate the Company, the Cable System and the rates, fees, charges, deposits and associated terms and conditions for Cable Service (or for related equipment or services such as equipment rental, deposits and downgrade fees) provided pursuant to this Agreement to the fullest extent permitted by applicable law, as amended from time to time, and the Franchising Authority may, in connection with any such regulation, establish rules and regulations from time to time to the extent permitted by such applicable law. In connection with such regulation, the Franchising Authority shall comply with FCC rules as amended from time to time and provide the public with an opportunity to comment. In the event (i) the Company offers one or more cable, Internet-related, telecommunications or any other (cable or non-cable) service on a bundled basis (such that more than one service is provided at a single, combined, discounted or special fee), (ii) at least one of such bundled services is a Cable Service under this Agreement, and (iii) revenues received by Cox on at least one service provided in the bundled arrangement is not subject to any fee or tax to the Franchising Authority, or is subject to a different rate of fee or tax to the Franchising Authority than is provided for under this

Agreement on Cable Services, then any discount of fees or charges of Company to Subscribers or customers obtaining bundled services shall be applied proportionately to the fee of each service provided under the arrangement such that it is not applied disproportionately to Cable Services provided under this Agreement.

SECTION 6. CUSTOMER SERVICE

Company shall meet all customer service standards attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 7. COMPENSATION AND OTHER PAYMENTS

7.1 Compensation to the Franchising Authority. As compensation for the use of the Public Rights-of-Way, the Company shall pay to the Franchising Authority the amounts set forth in this Section 7.

7.1.1 Franchise Fees for Cable Service. The Company shall pay to the Franchising Authority a franchise fee equal to five percent (5%) of Gross Revenue. The five percent (5%) franchise fee includes compensation for Right-of-Way use by the Franchisee. For purposes of the Franchise Fee to be paid by Company under this Agreement, in the case of Cable Service that may be bundled or integrated functionally with other services, capabilities, or applications of Company, the fee shall be applied only to the Gross Revenues attributable to Company's Cable Service as reflected on the books and records of Company kept in the regular course of business in accordance with Generally Accepted Accounting Principles and applicable law.

7.1.2 Franchise Fees — Payment. All such payments of franchise fees shall be made on a quarterly basis, not later than forty-five (45) days after the last day of each calendar quarter, and shall be remitted simultaneously with a report setting forth the Gross Revenue for the period ending on said last day. Unless otherwise directed by the City Administrator or the City Administrator's designee, the Company shall provide such information using the form attached hereto and incorporated by reference as Exhibit C. Any amount not paid when due hereunder shall accrue interest at the rate of 10% per annum, compounded monthly.~~twelve percent (12%) per annum or the prime lending rate published by the Wall Street Journal on the day the payment was due plus two percent (2%), whichever is greater, subject to any limitation on the interest rate under Applicable Law.~~

7.1.3 Franchise Fee Payments Subject to Audit. No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable or any other claim under this Agreement, and all amounts

paid shall be subject to audit and recomputation by the Franchising Authority. Company, at its expense, shall periodically provide to City an independent audit of franchise gross receipts, and shall annually provide such an audit for the twelve month period chosen by Franchising Authority.

7.1.4 Franchise Fees – Change in Rate. Upon ninety (90) days advance written notice from Franchising Authority to Company, the Franchising Authority may increase or decrease the Franchise Fee to the extent permissible under Applicable Law, and pursuant to said notice and direction, Company shall pay to the Franchising Authority an annual Franchise Fee of up to the maximum amount permitted by Applicable Law. At any time during the duration of this Franchise, in the event that the City is authorized to collect an amount in excess of five percent (5%) of Gross Revenues, then the City may unilaterally amend this Franchise after holding a duly noticed public hearing to provide that such excess amount shall be added to the Franchise Fee payments to be paid by Company to the City hereunder, provided that Company has received at least ninety (90) days prior written notice from the City of such amendment and that all other providers of cable services in the Franchise Area are subject to the same increase in Franchise Fees.

7.2 Continuing Obligation. In the event the Company continues to operate all or any part of the Cable System after the term of this Agreement, then the Company shall continue to comply; ~~for a period not to exceed ninety (90) days thereafter~~, with all applicable provisions of this Agreement, including, without limitation, all compensation and other payment provisions of this Agreement, throughout the period of such continued operation, provided that any such continued operation shall be for a period not to exceed ninety (90) days thereafter and in no way be construed as a renewal or other extension of this Agreement or the Franchise.

7.3. Other Payments. The franchise fees provided under this section 7 are in addition to any other amounts that may be due the Franchising Authority by Company from time to time, including, but not limited to taxes and permit fees. Franchisee shall pay within 60 days of the Effective Date of this Franchise Agreement all franchise fees remaining under any prior franchise between Franchisee and Franchising Authority.

SECTION 8. OVERSIGHT AND REGULATION

8.1 Franchising Authority's Right of Oversight. The Franchising Authority shall have the right to oversee, regulate, and periodically inspect the construction, operation, maintenance and upgrade of the Cable System, and all parts thereof, as necessary to ensure compliance with the provisions of this Agreement. Company shall perform its obligations under this Agreement and shall not directly or indirectly contract, assign or subcontract any obligation or performance in

whole or in part to any other Person.

8.2 Reports. At the request of the Franchising Authority, the Company shall promptly submit to the Franchising Authority such reasonable information as the Franchising Authority may request regarding the Company's compliance with any term or condition of this Agreement.

8.3 Company To Maintain Books, Records and Files

8.3.1 Books and Records. Throughout the term of the Agreement, the Company shall maintain in the Franchise Area, or make available in the Franchise Area within thirty (30) business days, complete and accurate maps, books of account and records regarding the Company's ownership and operation of the Cable System and the provision of Cable Service over the Cable System, including without limitation, books of account and records adequate to enable the Franchising Authority to determine whether the Company is, and throughout the term of this Agreement has been, in compliance with this Agreement. All such documents pertaining to financial matters which may be the subject of an audit by the Franchising Authority shall be retained by the Company for a minimum of three-five (35) years, unless a shorter period of time is authorized by the City Administrator or her designee in writing. Upon request by the Franchising Authority, the Company agrees to provide either a list of all shareholders holding ten percent (10%) or more of its outstanding shares or a chart or similar document stating its ownership structure that includes the ultimate parent company. Upon request, the Company shall provide the Franchising Authority with copies of publicly available financial reports related to the provision of Cable Service that Company it files with any government agency.

8.3.2 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain, in a file available for public inspection during Normal Business Hours, in the Franchising Area those documents required pursuant to the FCC's rules and regulations.

8.4 Franchising Authority's Rights of Inspection and Audit

8.4.1 Right of Inspection — General. Upon reasonable prior notice to the Company and during Normal Business Hours, the Franchising Authority or its designated representatives, shall have the right to examine, in the Franchise Area, all books and records pertaining to the Company's performance under the terms of this Agreement. Further, during Normal Business Hours and upon notice to the Company, the Franchising Authority or its designated representatives may inspect and examine any other aspect of the Cable System, including facilities and equipment thereof, as necessary or appropriate to ensure compliance with this Agreement.

8.4.2 Franchising Authority May Conduct Compliance Audit and Hearings. To the extent permitted by law, the Franchising Authority may conduct a compliance audit and hold public hearings at any time during the term of the Franchise, provided it gives the Company (i) written notice thirty (30) business days in advance of the commencement of any such audit and (2) written notice, of the time and place of such public hearing, ten (10) business days in advance of such hearing, and provided further that the Company shall be given an opportunity to be heard.

8.5 Liquidated Damages.

8.5.1 Subject to the provision of written notice by the Franchising Authority to the Company and a reasonable opportunity to cure, liquidated damages shall be paid by the Company immediately upon demand by the City, and if not so paid, shall be paid by the surety under the performance bond required by Section 10 of this Agreement for the following breaches:

(A) For failure to maintain or provide records or reports as specified by the Franchising Authority or this Agreement, Company shall pay to Franchising Authority, One Hundred Dollars (\$100) per day.

(B) For the failure to provide Governmental Programming Channels or Cable Service to Subscribers as required herein, Company shall pay to the Franchising Authority Two Hundred and Fifty Dollars (\$250) per day.

(C) For failure to restore the performance bond as required within thirty (30) days, the entire remaining amount of the performance bond, if any, shall be forfeited and paid to City.

(D) For failure to meet Customer Service requirements for two consecutive calendar quarters, Company shall pay to the Franchising Authority One Thousand Dollars (\$1,000) per month for each month in which Customer service requirements were not met.

8.5.2 The performance bond described in Section 10.2 shall become the property of the Franchising Authority in the event that Company's Franchise is cancelled by reason of default of the Company. The Company, however, shall be entitled to the return of the performance bond, or remaining portion thereof, as remains at the expiration of the term of this Agreement, provided that there is no then outstanding default or existing obligation on the part of the Company.

SECTION 9. TRANSFERS AND ASSIGNMENTS

9.1 Transfer of Franchise or Interest Therein.

9.1.1 Consent Generally Required. (A) Company shall not sell, transfer, lease, assign, sublet, encumber, pledge, deed, grant, mortgage or dispose of in whole or in part, either voluntarily or involuntarily, by forced or involuntary sale or transfer, or by ordinary or voluntary sale, transfer, consolidation or otherwise, the Franchise and/or Cable System or any right, title or interest therein, or rights or privileges granted by the Franchise ("Transfer"), without the prior consent of the City Council of the Franchising Authority, which consent shall not be unreasonably withheld; though the Franchising Authority shall have the option to grant consent, grant consent subject to specified

conditions, or deny consent. Any attempt to Transfer, the Franchise and/or Cable System without the consent of the City Council of the Franchising Authority shall be null and void. This provision shall not apply to sales of property or equipment in the normal course of business. No consent from the city shall be required for a transfer in trust, mortgage, or other instrument of hypothecation, in whole or in part, to secure an indebtedness.

(B) The following events shall be deemed to be a Transfer of the Franchise and/or Cable System requiring compliance with this section: (i) the sale, assignment or other transfer of all or a majority of Company's assets; (ii) the sale, assignment or other transfer of capital stock or partnership, membership or other equity interest in Company or its parent (except CoxCom, Inc.) by one or more of its existing share holders, partners, members or other equity owners so as to create a new controlling interest in Company or its parent (except CoxCom, Inc.); (iii) the issuance of additional capital stock or partnership, membership or other equity interest by Company or its parent (except CoxCom, Inc.) so as to create a new controlling interest in Company or its parent (except CoxCom, Inc.); and (iv) the entry by Company into an agreement with respect to the management or operation of the Company and/or the System. The term controlling interest as used herein means majority equity ownership.

(C) In the case of any Transfer of any Franchise and/or Cable System the City shall have one hundred twenty (120) days to act upon any request for approval of such Transfer that contains or is accompanied by such information as is required in accordance with Federal Communications Commission Regulations, the requirements of this Agreement and such other reasonable information as the City, in its sole discretion, may request. If the City fails to render a final decision on the request within one hundred twenty (120) days from receipt by the City of all required information, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.

(D) Company shall notify Franchising Authority in writing upon learning of any pending or proposed foreclosure or other judicial, trustee or other sale of all or a substantial part of the Franchise property of the Company or upon the termination of any lease or interest covering all or a substantial part of said Franchise property. Such notification shall be considered by Franchising Authority as notice that a Transfer of the Franchise has taken place and the provisions under this Section governing the consent of Franchising Authority to such change in control of ownership shall apply.

(E) For the purpose of determining whether it shall consent to such change, Transfer, or acquisition of control, Franchising Authority may inquire into the legal, technical and financial qualifications of the prospective transferee or controlling party, and obtain any other information or make any other inquiry as the Franchising Authority deems necessary or appropriate, and Company shall assist Franchising Authority in any such¹⁹ inquiry. In seeking Franchising Authority's consent to any Transfer, Company shall have the responsibility of insuring that the transferee

completes an application in form of FCC Form 394. The application shall be submitted to Franchising Authority not less than ninety (90) days prior to the date of Transfer. The transferee shall be required to establish that it possesses the legal, technical and financial qualifications to operate and maintain the System and comply with all Franchise requirements for the remainder of the term of the Franchise. If, after considering the legal, financial and technical qualities of the applicant and determined that they are satisfactory, the Franchising Authority finds that such Transfer is acceptable, the Franchising Authority shall transfer and assign the rights and obligations of such Franchise. The consent of the Franchising Authority to such Transfer shall not be unreasonably denied.

(F) Any financial institution having a pledge of the Company or its assets for the advancement of money for the construction and/or operation of the Franchise shall have the right to notify the Franchising Authority that it or its designee satisfactory to the Franchising Authority shall take control of and operate the Cable Television System, in the event of a Company default in its financial obligations, subject to approval of Franchising Authority. Further, said financial institution shall also submit a plan for such operation within thirty (30) days of assuming such control that will insure continued service and compliance with all Franchise requirements during the term the financial institution exercises control over the System. The financial institution shall not exercise control over the System for a period exceeding one (1) year unless extended by the Franchising Authority in its discretion and during said period of time it shall have the right to petition the Franchising Authority to transfer the Franchise to another Company. Company shall pay or reimburse costs of the Franchising Authority to analyze, consider or make a decision regarding any proposed Transfer.

9.1.2 Transactions for Which Consent is Not Required. The prior consent of the Franchising Authority shall not be required with respect to infra corporate transfers of reorganizations between or among wholly owned or controlled subsidiaries of the Company, or any Persons, directly or indirectly, controlling or controlled by, or under common control with, the Company; provided, however, that any such transaction that constitutes a direct or indirect Transfer shall require prior consent of the Franchising Authority pursuant to 9.1.1. The Franchising Authority will be given at least thirty (30) days prior written notice of any such transaction, and will be provided any such information as may be reasonably requested by the Franchising Authority.

SECTION 10. SPECIFIC RIGHTS AND REMEDIES

10.1 Remedies Not Exclusive. The Company agrees that the Franchising Authority shall have the specific rights and remedies set forth in this Section 10. These rights and remedies are in addition to any and all other rights or remedies, now or hereafter available to the Franchising Authority to enforce the provisions of this Agreement, and will not be deemed waived by the exercise of any other right or remedy. The exercise of any such right or remedy by the Franchising Authority

shall not release the Company from its obligations or any liability under this Agreement, except as expressly provided for in this Agreement or as necessary to avoid duplicative recovery from or payments by the Company.

10.2 Performance Bond. Within thirty (30) days after the Effective Date, the Company shall deposit with the Clerk of the Franchising Authority a performance bond from a surety authorized to do business in the State of Nebraska and acceptable to the Franchising Authority in the minimum amount of One Hundred Thousand Dollars (\$100, 000). The form and content of such performance bond shall be subject to the approval of the Franchising Authority and shall contain a provision that the issuer of such performance bond can rely absolutely on the demand of the Franchising Authority upon said performance bond. The performance bond shall be used to ensure the faithful performance by Company of all provisions of this Agreement, including payment of franchise fees; compliance with all orders, permits and directions of any agency, commission, board, department, division, or office of the Franchising Authority having jurisdiction over its acts or defaults under this Agreement; and the payment by Company of any claims, liens, and taxes liquidated damages due the Franchising Authority which arise by reason of the construction, operation or maintenance of the Cable System. ~~In the alternative, and under the same provisions as above, Company may furnish a letter of credit in the required amount, in form and content (and issued by a financial institution authorized to do business in the State of Nebraska and) acceptable to the Franchising Authority.~~

(ii) The performance bond shall be maintained at the minimum amount of One Hundred Thousand Dollars (\$100,000) during the entire term of this Franchise, even if amounts have to be withdrawn pursuant to this section and shall remain in effect for sixty (60) days after the conclusion or termination of this Agreement.

(iii)(i) If Company fails to pay the Franchising Authority any amount within the time fixed herein, or fails to pay to the Franchising Authority any taxes due and unpaid, or fails to pay or repay the Franchising Authority within ten (10) days any damages, costs, or expenses which the Franchising Authority is compelled to pay by reason of the acts or default of Company in connection with the Franchise, or fails after receipt of thirty (30) days' written notice of such failure by the Franchising Authority to comply with any provision of this Franchise which the Franchising Authority reasonably determines can be remedied by an expenditure of money, the Franchising Authority may, subject to Section 10 herein, demand and receive payment of the amount thereof, with interest, under the performance bond. Upon such demand for payment, the Franchising Authority shall notify Company of the amount and date thereof.

(ii) The performance bond shall contain the following endorsement: "It is hereby
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understood and agreed that this performance bond may not be canceled by the issuer hereof nor the

intention not to renew be stated by the issuer hereof until thirty (30) days after receipt by the Franchising Authority, City of LaVista, Nebraska, by registered mail of a written notice of such intention to cancel or not to renew." Within thirty (30) days after receipt by the Franchising Authority of said notice, the Company shall obtain and furnish to the Franchising Authority a replacement performance bond in a form reasonably acceptable to the Franchising Authority.

10.3 Events of Default

10.3.1 Grounds. The Company agrees that an Event of Default ("Event of Default") shall include, but shall not be limited to, any of the following acts or failures to act by the Company:

- (i) Company's material breach or violation of any of the terms, covenants, representations or warranties contained herein or Company's failure to perform any obligation hereunder;
- (ii) The foreclosure or other similar judicial or nonjudicial sale or Transfer of all or any material part of the Cable System, except as approved by the Franchising Authority pursuant to Section 9;
- (iii) The condemnation by a public authority other than the Franchising Authority, or sale dedication under threat or in lieu of condemnation, of all or any material part of the Cable System;
- (iv) The suspension or discontinuance of business by the Company;
- (v) Any denial, forfeiture or revocation by any federal, state or local governmental authority of any authorization required by law or the expiration without renewal of any such authorization;
- (vi) Company's failure to pay the franchise fee or any amount due under this Agreement;
- (vii) Company's failure to pay any taxes of any kind, including, but not limited to, property and income taxes, on or before the due date for the same; provided, however, that Company shall not be in default with respect to any taxes that have not been paid because they are being disputed in good faith;
- (viii) The entry of any judgment against Company that remains unpaid for longer than forty-five (45) days after entry (and is not stayed pending rehearing or appeal) which would materially impair Company's ability to²³ provide Cable Services in the Franchise Area;

- (ix) Dissolution or termination of the Company for any reason; or
- (x) Company's voluntary or involuntary filing in bankruptcy, insolvency, transfer for the benefit of creditors, failure to pay debts as they come due or any attempt to obtain protection from creditors.

10.3.2. Franchising Authority Action Upon Occurrence of Event of Default. Upon the occurrence of an Event of Default, as set forth in Section 10.3.1, and in accordance with the procedures provided in Section 10.3.3, the Franchising Authority may take one or more of the following actions (in addition to, and not in limitation of, any other action, right or remedy available at law or equity):

- (i) Require the Company to take such actions as the Franchising Authority deems reasonably appropriate to cure such Event of Default;
- (ii) Seek money damages from the Company as compensation for such Event of Default;
- (iii) Seek to obtain the appointment of a court-appointed trustee or similar Person to take any actions which the Franchising Authority deems appropriate in the circumstances; ~~or~~
- (iv) Terminate this Agreement, in which case, the Franchise shall be forfeited; ~~or~~
- (v) Commencement of an action at law for monetary damages or in equity for injunctive relief or specific performance..

10.3.3. Breach Procedures. The Franchising Authority shall exercise the rights provided in Section 10.3.2 in accordance with the procedures set forth below.

- (i) The Franchising Authority shall notify the Company, in writing, of an Event of Default, which notice shall specify the alleged Event of Default with reasonable particularity. If the Event of Default is due to failure of the Company to pay money to Franchising Authority, Company shall cure the default by paying the full amount of any undisputed amount due with interest within thirty (30) days after the date notice is given. For an Event of Default which can not be cured by the payment of money to Franchising Authority, Company shall have sixty (60) days after notice is given to cure the Event of Default. If the Event of Default is not cured, the Event of Default and proposed termination of the Franchise shall be considered by the City Council in accordance with such notices, public hearings and other procedural requirements as required by applicable law.

10.4 Termination. In the event of any termination of this Agreement, whether by expiration, revocation or otherwise, the Franchising Authority may: (i) direct the Company to cooperate with the Franchising Authority or third party in maintaining continuity in the distribution of Cable Service to Subscribers over the Cable System for a period of up to three (3) months or (ii) order the Company to cease all construction and operational activities in a prompt and workmanlike manner. In addition, the Company shall remove the Cable System from the Franchise Area as and when specified by the Franchising Authority and the Franchising Authority shall retain any franchise fees or other fees or payments already paid, and Company shall immediately pay all other amounts that are due and payable, upon the termination date. Company shall simultaneously submit to Franchising Authority a financial statement as would otherwise be required under this Agreement, showing all amounts that are due and payable upon the termination date.

10.5 New Legal Requirements. Franchising Authority shall have the option to reopen this Franchise Agreement within 90 days of any applicable federal or state law, regulation, rule or order that becomes effective after the Effective Date and affects the right of the Franchising Authority to regulate rates or protect Subscribers of Cable Services, and only those matters directly affected by the legislation shall be at issue in the event the Franchise Agreement is reopened.

SECTION 11. INSURANCE AND NDEMNITY

11.1 Insurance

11.1.1 Specifications.

(a) Liability Insurance. Throughout the term of this Agreement and during the removal of the Cable System, the Company shall, at its own cost and expense, maintain a liability insurance policy or policies that are in a form and content acceptable to the Franchising Authority, ~~together with evidence acceptable to the Franchising Authority demonstrating that the premiums for said policy or policies have been paid.~~ Such policy or policies shall be issued by companies duly licensed to do business in the State of Nebraska and acceptable to the Franchising Authority. Such policy or policies shall insure (i) the Company and (ii) the Franchising Authority and its officers, boards, commissions, councils, elected officials, agents and employees ~~(through appropriate endorsements if necessary)~~ against each and every form of liability of the Company or Franchising Authority ~~referred to in, or~~ arising out of or resulting from Company's work, acts, or omissions under this Agreement in the minimum combined amount of Five Million Dollars (\$5,000,000) for all claims arising out of a single occurrence, ~~and One~~25 Million Dollars (\$1,000,000) for any person for any number of claims arising out of a single occurrence.

(b) Workers' Compensation. The Company shall comply with the Nebraska Workers' Compensation Act and in that regard shall during this Agreement and removal of the Cable System secure insurance from an insurer licensed in the State of Nebraska and acceptable to the Franchising Authority to cover its obligations with respect to workers' compensation claims, or takes other appropriate steps, which insurance and steps shall be in form and substance satisfactory to the Franchising Authority. The Company shall indemnify and hold harmless the Franchising Authority and its officers, boards, commissions, councils, officials, agents and employees from any workers' compensation claims to which the Company may become subject during the term of this Agreement or removal of the Cable System.

(c) Other Coverages. The Company shall at all times during this Franchise and the removal of the Cable System also maintain the following types of insurance, written by an insurer licensed in the State of Nebraska and acceptable to the Franchising Authority (and in form and content acceptable to the Franchising Authority) to indemnify, defend and hold harmless Franchising Authority and its officers, boards, commissions, councils, officials, agents and employees from and against the specified risks:

(i) ~~\$1,000,000 per person, \$5,000,000 per occurrence~~ property damage insurance.

(ii) ~~(i)~~ \$1,000,000 per person, \$5,000,000 per occurrence comprehensive automobile liability insurance.

11.1.2 Maintenance. The insurance policies required by Section 11.1.1 shall be maintained by the Company throughout the term of this Agreement and such other period of time during which the Company operates or is engaged in the removal of the Cable System. Each such policy shall contain the following endorsement: "It is hereby understood and agreed that this policy may not be canceled, the amount or extent of coverage decreased, nor the intention not to renew be stated until (30) days after receipt by the Franchising Authority, by registered mail, of a written notice of such intent to cancel, decrease coverage or not to renew." Within thirty (30) days after receipt by the Franchising Authority of said notice, the Company shall obtain and furnish to the Franchising Authority replacement insurance policies in a form reasonably acceptable to the Franchising Authority. The Franchising Authority and each of the parties for which insurance protection is to be provided by Company under this Agreement shall be designated in the governing policies as additional named insureds. Within thirty (30) days after the Effective Date, and at such other times as requested by Franchising Authority, Company shall provide Franchising Authority with certificates of insurance

evidencing the coverages in effect in accordance with this Section 11. Failure to maintain the insurance required by this Section 11 shall be a material breach of this Agreement.

11.1.3 Increased Insurance Coverage. In the event of any changed circumstances following the Effective Date, if the Franchising Authority wishes to alter the minimum limitation of the liability insurance policy or policies required in Section 11.1, then the Franchising Authority and the Company shall negotiate such alteration in good faith.

11.1.4 Liability Not Limited. The legal liability of the Company to the Franchising Authority and any Person for any of the matters which are the subject of the liability insurance policies required by this Section 11.1 including, without limitation, the Company's indemnification obligations set forth in this Agreement, shall not be limited by such insurance policies nor by the recovery of any amounts thereunder, except to the extent necessary to avoid duplicative recovery from or payment by the Company.

11.2 Indemnification of the Franchising Authority. Company shall defend, indemnify, and hold harmless the Franchising Authority, its officers, officials, employees, agents, attorneys, consultants, boards, commissions, representatives and independent contractors from and against any and all liabilities, costs, claims, damages, penalties, charges, losses or expenses of any kind (including, without limitation, attorneys' fees and court costs) in any way arising out of or resulting from: (a) the construction, installation, operation, maintenance, repair, upgrade or removal of, or any risk, event or occurrence related to, the Cable System or any part thereof or activity or function related thereto, or to any Cable Service or the production or distribution thereof, (b) any other Company property, (c) the failure of Company or any of its officers, agents, employees, successors, or assigns to comply with any applicable federal, state or local law, rule, regulation or order, or (d) any act, omission or negligence of Company, its officers, agents, employees, successors or assigns.

SECTION 12. MISCELLANEOUS

12.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by and subject to the Cable Act, other federal laws, state laws of Nebraska, and all applicable local laws, ordinances, and regulations, as amended from time to time. Incorporated herein by reference and made a part of this Franchise Agreement are all La_Vista Municipal Ordinances. In the event of a conflict between this Franchise Agreement and any La_Vista Municipal Ordinance, this Franchise Agreement will control.

12.2 Nonexclusive Franchise. Nothing in this Agreement shall affect the right of the Franchising Authority to grant to any Person a franchise, consent, or right to occupy and use the Streets, or any part thereof; for the construction, operation, or maintenance of all or any part of a cable system within the Franchising Area or for any other purpose. This Franchise Agreement does

not establish any priority for the use of the Rights-of-Way by the Franchisee or by any other current or future franchisee or permit holder. In the event of any dispute as to priority of use of the Rights-of Way in the Franchising Area, the priority shall be determined by the Franchising Authority in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Nebraska.

12.3 Entire Agreement. This Agreement embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including, without limitation, all prior drafts of this Agreement and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant or independent contractor of the Franchising Authority or the Company.

12.4 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party when deposited in the first class mail, registered or certified, return receipt requested, postage prepaid, and addressed as follows:

THE FRANCHISING AUTHORITY:

City Clerk
City of La Vista, Nebraska
8116 Parkview Boulevard
La Vista, Nebraska 68128

COMPANY:

Cox Communications Omaha, L.L.C.
11505 W. Dodge Road
Omaha, Nebraska
Attn: General Manager

With Copy to:

Cox Communications, Inc.
6305B Peachtree-
Dunwoody Road
Atlanta, GA 30328
Attn: Legal Department

Cox Communications, Inc.

1400 Lake Hearn Drive Atlanta, GA 30319 Attn: Legal Department

12.5 Delays and Failure Beyond the Control of the Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to events beyond its control, including but not limited to, strike, war or act of war (whether an actual declaration of war is

made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events beyond its control. In the event that such delay in performance or failure to perform affects only part of the Company's capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all such steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take reasonable steps to do so in as expeditious a manner as possible.

12.6 Additional Representations and Warranties. In addition to the representation, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere herein, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

(i) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is duly authorized to do business in the State of Nebraska and in the Franchising Area.

(ii) The Company is in substantial compliance with all laws, ordinances, decrees and governmental rules and regulations applicable to the Cable System and has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

12.7 Maintenance of Cable System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, the Company agrees that it will maintain all of the material properties, assets and equipment of the Cable System, and all such items added in connection with any upgrade in good repair and proper working order and condition throughout the term of this Agreement. The Company, within a reasonable timeframe, as determined by industry standards and Applicable Law, -shall at all times during the term of this Agreement upgrade and maintain the Cable System to provide similar technical capabilities, capacity, performance and functionality for the provision of Cable Services as other similarly situated cable systems operated by Cox in the metropolitan area in which the Franchise Area is located.

12.8 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted transferees and assigns. All of the

provisions of this Agreement apply to the Company, its successors, and assigns.

12.9 **No Waiver: Cumulative Remedies.** No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including, without limitation, the rights and remedies set forth in Section 10 of this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy. The rights and remedies provided herein including, without limitation, the rights and remedies set forth in Section 10 of this Agreement, are cumulative and not exclusive of any remedies provided by law or in equity, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority under applicable law or in equity.

12.10 **Severability.** If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

12.11 **No Agency.** The Company shall conduct the work to be performed pursuant to this Agreement as an independent contractor and not as an agent of the Franchising Authority.

12.12 **Governing Law.** This Agreement shall be deemed to be executed in La Vista, Nebraska and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Nebraska, as applicable to contracts entered into and to be performed entirely within that State and such other laws of the State as are applicable to the Agreement or the subject matter thereof

12.13 **Claims Under Agreement.** The Franchising Authority and the Company, agree that, except to the extent otherwise required by the Cable Act, any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States ("Federal Court") located in Nebraska or in a court of the State of Nebraska of appropriate jurisdiction. To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in a Nebraska court, service of process may be made on the Company either in person, wherever such Company may be found, or by registered mail addressed to the Company at its office in the Franchise Area as required by this Agreement, or to such other address as the Company may provide to the

Franchising Authority in writing.

12.14 Modification. Except as otherwise provided in this Agreement or applicable law, no provision of this Agreement, shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, ordinance or order by the Franchising Authority, as required by applicable law. The parties recognize the right of the Franchising Authority to adopt or amend local ordinances pursuant to its authority under the laws of the State of Nebraska, and the Company agrees to abide by such ordinances, except to the extent contrary to the Company's contractual rights under this Agreement.

12.15 Headings. Headings used in this Agreement are for convenience only and have no substantive effect or consequence, except for headings used in the Definitions sections.

12.16 Other Matters. This Agreement authorizes the Franchisee to use the Rights-of-Way of the Franchising Area for the purpose of providing the Cable Services over the Cable System. The parties acknowledge and agree that the issuance of this Franchise Agreement is not an agreement, acquiescence or a waiver of any right, remedy or defense of Franchising Authority or Franchisee with respect to the use of the Rights-of-Way for purposes other than the operation of the Cable System to provide Cable Services.

12.17 Reserved Rights. Notwithstanding anything in this Agreement to the contrary, this Franchise Agreement is subject to the Franchising Authority's: right to control, manage and regulate Rights-of-Way and other public property; ordinances related to the subject matter of this Agreement, as amended from time to time, and not expressly revoked by this Agreement; right to install or maintain without charge any equipment or lines of the Franchising Authority on the poles or in conduit of the Company, so long as such use does not interfere or compete with Cable Services provided by Company; and right to require upon expiration or termination of this Agreement that the Franchisee remove at its own cost and expense any or all of the Cable System.

~~In addition to, but not in limitation of, the foregoing, the Franchising Authority may subsequently impose on the Company a requirement to provide nondiscriminatory access to the Company's cable modem platform for providers of Internet access service in the event the FCC or a court of competent jurisdiction over the Franchising Authority and the Company by final order or judgment (or in the event of subsequent state or federal legislation that is binding on the Franchising Authority and Company that) upholds, affirms or provides the authority of any local government to~~

require a cable operator to provide nondiscriminatory access to the operator's cable modem platform for providers of Internet access service and the Franchising Authority desires to impose a provision substantially similar to that upheld or affirmed by the court or the FCC (or permitted under such subsequent legislation); provided, however, that prior to the enactment of such a requirement, the Company shall be given reasonable notice and an opportunity to present its position at a meeting of the City Council, including the right to present evidence that is relevant to any findings to be made by the Franchising Authority with respect to such a requirement. For purposes hereof, an order or judgment shall be considered "final" when the time to appeal has expired and the order or judgment has not been appealed or, if such judgment or order is appealed, upon the rendering of a final decision thereon upholding such order or judgment. Subject to the foregoing, the Company agrees to comply with all lawful federal, state and local requirements with respect to nondiscriminatory access to the Company's cable modem platform for providers of Internet access service. Except to the extent otherwise provided herein, nothing in this paragraph shall constitute a waiver by either the Franchising Authority or the Company with respect to any right, remedy, obligation, claim or defense regarding nondiscriminatory access to the Company's cable modem platform.

12.18 ABANDONMENT. Any property abandoned by the Company shall become, at the option of the City, property of the City and the Company agrees to execute and deliver an instrument in writing, transferring its ownership interest in any such property to the City.

12.19 Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, (i) neither contrary, during the performance of this Franchise, (i) neither Company nor any subcontractor of Company, performing work on behalf of Company pursuant to this Franchise, shall discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, disability, or national origin.; and (ii) City is a recipient of federal funds and is required to comply with certain contractual provision of a recipient of federal funds required under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, as well as other federal Acts, statutes, regulations, executive orders and other authorities. To the extent applicable, all such contractual provisions shall be deemed incorporated into this Agreement by this reference and shall be binding upon the parties.

Separate line showing when each party executes the agreement.

AGREED to this

day of

February

, 2001.

CITY OF LAVISTA, A Municipal Corporation


Harold Anderson, Mayor

Attest:
(SEAL)

COX COMMUNICATIONS OMAHA, L.L.C.

John M. Dyer (Name)
Vice President (Title)

Attest:

Secretary

(SEAL)

Exhibit A

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standard. Company shall comply with the more stringent of the customer service and protection standards: (i) set forth in this Agreement, (ii) adopted from time to time by Company, or (iii) from time to time adopted by the FCC, ~~or (iv) from time to time adopted by the National Cable Television Association or such other association of cable service providers from time to time setting such standards.~~ To the extent permitted under federal law, Franchising Authority reserves the right to amend or revise the standards referred to in this Section 6.1 from time to time by ordinance upon 60 days advance notice to Company.

6.2 Selection of Service. Company shall only charge Subscribers for Cable Services that Subscribers affirmatively request and shall not engage in "negative option" marketing or charge a Subscriber for any service or equipment which the Subscriber has not affirmatively requested.

6.3 Billing. Billings for Cable Services shall state in a conspicuous and understandable manner the amount of the bill, the date that payment is due, the date after which charges for late payment will be assessed, and the amount of any charges for late payment. Company shall not assess any charges for late payment earlier than twenty-one (21) days after a bill is mailed to a Subscriber. Charges for late payment shall be no greater than ~~an amounts charged a majority of the Company's cable customers in the Omaha metropolitan area needed to reimburse the Company for additional costs incurred because of the Subscriber's delay in payment, and in any event shall not exceed One Dollar (\$1.00) unless otherwise authorized by the Franchising Authority.~~

6.4 Service Calls. Company shall require any person providing services in the community for or on behalf of Company to wear a uniform with a clearly visible Company logo and identification badge bearing the name and picture of the person wearing the same. Company shall account for all identification badges and uniforms at all times. Company vehicles used for service calls shall be clearly marked with a visible Company logo. Company shall not charge any Subscriber for any service call unless it is established that the required service is a result of negligence of, or malicious destruction of cable equipment by, the Subscriber, or a problem that did not originate with the Cable System. ~~Subscribers within the Franchise Area shall receive the same priority of service from the Company, its parent company and any of their respective affiliates as similarly situated Subscribers within any cable television franchise area located within a fifty (50) mile radius of La Vista City Hall, located at 8116 Parkview Boulevard, La Vista, NE 68128.~~

6.5 Disconnection. Company shall promptly disconnect Cable Service upon, and as of the effective date specified in, a request of any Subscriber. If no effective date is specified in a request, service shall terminate effective the day following day the request is received by the Company. Company shall not charge for any Cable Services after the effective date of termination of service. Company may disconnect Cable Services to a Subscriber (i) forty-five days (45) after payment is due so long as Company provides at least ten (10) days advance written notice to the Subscriber specifying the date that service will terminate (except Cable Service shall not be disconnected in the event nonpayment is due to a bona fide dispute regarding the Subscriber's bill); or (ii) at any time that the Company reasonably and in good faith determines that the Subscriber tampered with or

abused the Company's equipment or the Cable System or is stealing Cable Services, or determines that wiring on the premises (not provided by Company) violates FCC standards.

6.6 Information to Subscribers. Company shall provide to Subscribers upon request or installation of Cable Services, and in any event at least annually, a written description in easily understandable language of Cable Services (and any related services) offered, all rates, prices, fees and charges for or in any way related to Cable Services, installation and maintenance policies and procedures, instructions on the use of Cable Services, billing and complaint procedures, and the designation of programming to channels.

6.7 Customer Contacts. Company shall maintain within a seven-mile radius of City Hall of the Franchising Authority (or at such other location as agreed to by the Franchising Authority and Company) a local office serving the Franchising Area, for the purposes of receiving payment of bills, receiving and responding to service requests, receiving and resolving Subscriber complaints and similar matters. Company also shall maintain a local toll-free telephone service for responding to Subscribers. The office shall be open to the public and the live telephone service available during Normal Business Hours, and a live operator or telephone answering service will be available at all other times. Company shall maintain for a period of five years a record of each Subscriber complaint, response thereto and resolution thereof which shall be available for inspection by the Franchising Authority at the Company's local office during Normal Business Hours. In addition, upon request by the Franchising Authority, Company shall provide reports of customer service performance, including the number of telephone calls received and Company's resolution of the same, to the extent permitted by applicable law. The Company shall, upon request of the Franchising Authority, annually furnish the Franchising Authority with: (i) a report showing the number of Basic Service tier Subscribers; and (ii) a summary of how the Company resolved all written complaints forwarded to it by the Franchising Authority from Subscribers concerning the operation of the Cable System or Service. The Franchising Authority agrees that it shall use its best efforts to keep any such reports generated by the Company as confidential, except as necessary or appropriate to exercise its right under this Agreement.

6.8 Service Interruptions. Company shall interrupt Cable Service only for good cause and for the shortest possible time unless otherwise permitted under applicable law. Company shall minimize the scope, degree and duration of any interruption. In the event of any foreseeable interruption of Cable Service, Franchisee shall give the Franchising Authority advance written notice of the same except in the event the interruption is pursuant to a test required by the FCC. Company shall credit Subscribers pro rata for any Cable Services not received during an interruption. To minimize any service interruptions due to loss of electric power, Company shall maintain a backup power source sufficient to operate the Cable System for up to four (4) hours if there is a loss of conventional electric power.

6.9 Cable Information. Company shall not create, record or retain any information regarding the programming selected by any Subscriber nor shall Company sell, distribute, provide or make available to any Person (other than to Franchising Authority pursuant to applicable law or its role as franchiser) any information about or related to any Subscriber without the Subscriber's prior written authorization, except for such disclosure as necessary to carry out this Franchise Agreement, to provide Cable Services or detect unauthorized reception of any Cable Services.

6.10. Other Service Requirements. Company additionally shall comply with the following requirements:

- (i) Company shall, upon request, provide City with information which shall describe in detail Company's compliance with each and every term and provision of this Exhibit A.
- (ii) **Subscriber Contracts.** Company shall, upon request, provide the City with any standard form residential Subscriber contract utilized by Company. If no such written contract exists, Company shall file with the City a document completely and concisely stating the length and terms of the Subscriber contract offered to Customers. The length and terms of any Subscriber contract(s) shall be available for public inspection during Normal Business Hours. A list of Company's current Subscriber rates and charges for Cable Service shall be maintained on file with City and shall be available for public inspection.
- (iii) **Late fees.** Company shall comply with all applicable laws with respect to any assessment, charge, cost, fee or sum, however characterized, that the Company imposes upon a Subscriber for late payment of a bill. The City reserves the right to enforce Company's compliance with all applicable laws to the maximum extent legally permissible.
- (iv) **Disputes.** All Subscribers and members of the general public may direct complaints regarding Company's Service or performance to the City Administrator or the City Administrator's designee, which may be a person, entity, board or commission.
- (v) **Removal of facilities.** Upon termination of Cable Service to any Subscriber, at the written request of the Subscriber the Company shall at its own expense, promptly remove all of its facilities and equipment from the premises of such Subscriber.
- (vi) Company shall comply with such other customer service requirements as are set forth in regulations or other guidance of the Federal Communications Commission from time to time.

In the event the City receives complaints regarding the Company's compliance with one or more of the above-referenced standards in this Exhibit A, the City may request, and the Company shall provide, information and records kept in the Company's normal course of business documenting Company's compliance with the specific term(s) and provision(s) of this Exhibit A that is the subject of the complaint. Company shall make a good faith effort to maintain its information and records in a manner so that the City can easily verify Company's compliance with the requirements of this Exhibit A.

EXHIBIT B
Public, Educational and Governmental Access

4.8 Governmental Programming Channel Functionality. Governmental Programming

Channels shall be capable of transmitting the primary video stream, related audio, and accompanying program related material within the Governmental Programming Channel video stream. "Program related material" shall mean (i) closed captioning for the hearing impaired, (ii) one alternative language or secondary audio program feed, (iii) program ratings information, (iv) such other material as may be essential to or necessary for the delivery of distribution of the primary video stream in a digital form; (v) video description information; and (vi) any material the FCC specifically identifies as program related material that a cable operator retransmitting a broadcast television signal pursuant to FCC must-carry rules is required to retransmit as part of a broadcast television signal; provided that Company is technically capable of passing through any such program related material; and provided, further, that program related material shall not include any interactive element or transactional application that requires the functionality of a two-way cable or similar plant or otherwise suggests that a return path will be provided, including, without limitation, any feature that prompts a Customer to attempt to utilize "triggers" or other options that are enabled by a return path. All such related audio and other material shall be provided as part of the Governmental Programming Channel programming feed transmitted to the Company; Company shall not be required to insert such related audio and other material onto a Governmental Programming Channel.

4.9 Governmental Programming Channels carried in High Definition. At such time as

Company no longer offers the Basic Service tier in an analog or digital-format, or such earlier time as would be required under any other Cox franchise agreements in the Omaha metropolitan area, the Franchising Authority shall have the option, upon one hundred twenty (120) days written notice to Company, to provide Governmental Programming Channel signals to Company in a high-definition (HD) format (e.g. 1080i [1920 x 1080 interlaced], or some other format) utilized by one (1) or more of the commercial broadcast television stations. Company shall, without cost to the Franchising Authority or Subscribers, provide, install, and maintain in good working order the equipment necessary for transmitting such signals to Subscribers.

4.10 Programming Delivery. The Franchising Authority shall ensure Governmental Programming

Channels and signals are in compliance with applicable FCC technical standards so the signal quality can be processed in the Cable System and retransmitted to Subscribers. Company shall not discriminate against Governmental Programming Channels with respect to the functionality, signal quality, and features from those of the local broadcast Channels carried on the Cable System. With respect to signal quality, Company shall not be required to carry a Governmental Programming Channel in a higher quality format than that of the Channel signal delivered to Company, but Company shall distribute the Governmental Programming Channel signal without degradation. Company may transmit the Governmental Programming Channels to Customers in a format of its own choosing, subject to Section 4.9, above. Any and all costs associated with any modification or conversion of the Governmental Programming Channels or signals after the Governmental Programming Channels/signals leave the Franchising Authority's designated playback facilities, or any designated playback center authorized by the Franchising Authority, to a format different than that delivered by the Franchising Authority shall be provided by Company at no cost to the Franchising Authority or its designees. Company shall not cause any programming to override Governmental Programming on any Governmental Programming Channel, except by oral or written permission from the Franchising Authority, with the exception of emergency alert signals. The Franchising Authority or its designee shall ensure that the quality of the Governmental Programming Channel programming (as it leaves the Franchising Authority's playback locations) is comparable with that of similarly formatted signals received by Company from commercial providers. In no event shall Company

reduce the bit rate or quality of the Governmental Programming signals it receives from the Franchising Authority.

4.11 Navigation to Governmental Programming Channels. Company agrees that if it utilizes a visual interface under its control on its Cable System for all Channels, the Governmental Programming Channels shall be treated in a non-discriminatory fashion consistent with applicable law so that Subscribers will have ready access to Governmental Programming Channels. This shall not be construed to require Company to pay any third party fees that may result from this obligation or install or modify any standard equipment or software to accommodate the inclusion of Governmental Programming Channels on its programming guide.

4.12 Noncommercial Use of Governmental Programming. Governmental Programming Channels are for noncommercial programming to be promoted and administered by the Franchising Authority as allowed under applicable law. Permitted noncommercial uses of the Governmental Programming Channels shall include by way of example and not limitation: (1) the identification of financial supporters similar to what is provided on public broadcasting stations; or (2) the solicitation of financial support for the provision of Governmental Programming by the Franchising Authority or third party users for charitable, educational or governmental purposes; or (3) programming offered by accredited, non-profit, educational institutions which may, for example, offer telecourses over a Governmental Programming Channel.

4.13 Initial Dedicated Fiber Return Lines. Company shall ensure the design, construction and maintenance, throughout the term of this Agreement, ~~at Company's expense~~, all Governmental Programming upstream feeds, connections and distribution facilities between the Cable System headend and each location identified below as well as other return lines and associated equipment that are listed below to enable the distribution of Governmental Programming to Company's Subscribers without material degradation of signal quality. The Franchising Authority shall ensure Governmental Programming signals leaving the playback facilities are in compliance with applicable FCC technical standards. Company shall ensure the construction, repair, replacement and maintenance over the term of the Agreement of all necessary technical equipment, fiber and related infrastructure to provide high quality twenty-four (24) hours per day fiber return feeds for each Governmental Programming Channel from the following designated access sites to the Cable System headend:

- (i) La Vista City Hall, 8116 Parkview Boulevard or an alternative site within the Franchising Authority area as designated by the Franchising Authority and meeting the serviceability standards set for in this Franchise, and
- (ii) Any other sites designated by the Franchising Authority or pursuant to an interlocal agreement to which the Franchising Authority is a party ("Initial Lines").

4.14 Future Fiber Return Lines for Governmental Programming. At such time that the Franchising Authority determines:

- (i) that the Franchising Authority desires the capacity to allow Subscribers in the Franchise Area to receive Governmental Programming (video or character generated) which may originate from schools, facilities operated by the Franchising Authority, other government facilities or other designated facilities (other than the Initial Lines indicated in Section 4.13 above); or
- (ii) that the Franchising Authority desires to establish or change a location from which Governmental Programming is originated; or

(iii) that the Franchising Authority desires to upgrade the connection to Company from an existing signal point of origination; the Franchising Authority shall give Company written notice detailing the location of the new point of origination or the new capability sought by the Franchising Authority ("Modifications"). Company shall thereafter respond with a written cost estimate ("Estimate") of what is necessary to implement the Modifications within a reasonable period of time. Thereafter, the Franchising Authority shall have the option of either accepting the Estimate of Company and having the Modifications performed thereby or choosing to have the Modifications completed by a third party; provided, however, that if the Franchising Authority chooses a third party to perform such Modifications, said third party must agree to follow and be bound by the Company's standard protocols and procedures applicable to granting access to the Cable System for non-Company personnel and equipment.

4.15 Governmental Programming Fee. So long as this Agreement remains effective, Company shall provide a ~~unrestricted~~ cash grant to the Franchising Authority in the total amount of twenty cents (\$.20) per Subscriber, per month ("Governmental Programming Fee") to be used in accordance with Applicable Law. Company shall make such payments quarterly, following the Effective Date of this Agreement for the preceding quarter ending March 31, June 30, September 30, and December 31, provided that Company shall have no obligations to commence payment of such cash grants until after an election described in Section 4.1 above is effective. Each payment of Governmental Programming Fees shall be due and payable no later than thirty (30) days following the end of each quarter. Company shall not be required to pay a greater per-subscriber Governmental Programming Fee than required by the franchise agreement with the Franchising Authority of any other provider of Cable Services in the Franchise Area. The Subscriber multiplier shall be calculated based on the number of Subscribers served by Company as of the first day of the calendar quarter for which the Governmental Programming Fee is made.

(i) The Governmental Programming Fees may be spent by the Franchising Authority on any Governmental Programming related expense as determined appropriate in Franchising Authority's sole discretion, subject to any limitations imposed by Applicable Law. The Franchising Authority need not expend the Governmental Programming Fees immediately but rather may place such funds in a designated account with principal and interest to be used solely for Governmental Programming purposes over the term of the Agreement as determined solely by the Franchising Authority, subject to any limitations imposed by Applicable Law. The Franchising Authority shall not encumber the Governmental Programming Fees for any other purpose. For purposes of calculating the Governmental Programming Fee only, in the case of multiple office buildings or multiple dwelling units, the "Subscriber" shall mean each lessee, tenant or occupant; not the building owner or landlord.

(ii) The Governmental Programming Fee shall not be considered "Gross Revenues" and is not part of the Franchise Fee. The parties agree that the Governmental Programming Fee falls within one (1) or more of the exceptions in 47 U.S.C. § 542(g)(2)(C). Company agrees that it will not offset or reduce its payment of past, present or future Franchise Fees required as a result of its obligation to remit the Governmental Programming Fee, and will not impose, itemize or pass through said fee on or to Subscribers or Subscriber invoices.

(iii) Any Governmental Programming Fee amounts owing pursuant to this Agreement which remain unpaid more than twenty-five (25) days after the date the payment is due shall be delinquent and shall thereafter accrue interest at twelve percent (12%) per annum or the prime lending rate published by the Wall Street Journal on the day the payment was due plus two percent (2%), whichever is greater, subject to any limitation on the interest rate under applicable law.

4.16 Governmental Programming Technical Quality.

(i) Company shall maintain the Cable System, including the fiber return lines from the Governmental Programming origination points, in accordance with FCC technical Standards so that Governmental Programming is transported and processed by Company at the same level of technical quality and reliability as other commercial signals carried by Company. There shall be no significant deterioration in signal from the point of origination upstream to the point of reception downstream on the Cable System. All processing equipment used by Company for processing Governmental Programming signals will be of similar quality to the processing equipment used for other commercial Channels.

(ii) Within twenty-four (24) hours of a written request from Franchising Authority to the Company identifying a technical problem with a Governmental Programming Channel and requesting assistance, Company will provide technical assistance or diagnostic services to determine whether or not a problem with a Governmental Programming signal is the result of matters for which Company is responsible and if so, Company will take prompt corrective action. If the problem is caused by or the result of the Franchising Authority's equipment or action, the Company will advise the Franchising Authority of the required corrective action and, if Franchising Authority upon investigation agrees with the Company's assessment of the cause of the problem, Company may charge the Franchising Authority its standard rates for a commercial service call. If the problem persists and there is a dispute about the cause, then the parties shall meet with engineering personnel from the Company and the Franchising Authority in order to determine the course of action to remedy the problem.

4.17 Change in Technology. In the event any change is made in the Cable System, related equipment or facilities or signal delivery technology which requires the Franchising Authority to obtain new equipment in order to be compatible with such change for purposes of the Governmental Programming Channels, Company shall, at its own expense and free of charge to Franchising Authority or its designated entities, purchase such equipment as may be necessary to facilitate the cablecasting of the Governmental Programming Channels in accordance with the requirements of the Agreement.

4.18 Relocation of Cable System Headend. In the event the Cable System headend is relocated, Company will be responsible for replacing or restoring the then-existing capability to send and receive Governmental Programming at all existing locations at Company's cost so that all the functions and capacity remain available, operate reliably and satisfy all applicable technical standards and related obligations of the Agreement free of charge to the Franchising Authority or its designated entities.

4.19 Interconnection of PEG Channels. After the Franchising Authority has launched a public, educational or government access channel under the terms of this Franchise, Company shall, in accordance with this subsection, interconnect the Governmental Programming Channels of the Cable System with any other contiguous cable system not owned or operated by Company or an affiliate, upon the directive of the Franchising Authority. Interconnection of Channels may be done by direct cable connection, microwave link, satellite or other appropriate methods. In the alternative, Company may provide a direct fiber feed to Governmental Programming origination facilities in order to provide any designated access provider with Governmental Programming origination capabilities. The Franchising Authority shall not direct interconnection except under circumstances where it can be accomplished without undue burden or excessive costs to Subscribers. Company shall not be required to interconnect with the other cable system operators unless the operator of such cable system is willing to do so and pays for its own cost of constructing and maintaining the interconnect up to the demarcation point.

Company shall only be required to interconnect Governmental Programming Channels with an

overbuilder in the Franchise Area in the event that the Franchising Authority has launched a public, educational or government access channel and the Franchising Authority determines in its sole discretion that it would be economically burdensome to its Subscribers to construct and maintain return lines directly from the origination point(s) of the Governmental Programming Channel(s) versus interconnecting with the Company. In the event Company receives a directive from the Franchising Authority to interconnect with an overbuilder, it shall immediately initiate negotiations with the other affected cable system or Systems and shall report to the Franchising Authority the results of such negotiations no later than sixty (60) days after such initiation. If the parties cannot reach an agreement on the terms of the interconnect, including compensation and timing, the dispute shall be submitted to the Franchising Authority for determination and resolution. Additionally, Company shall only be required to interconnect with an overbuilder if the overbuilder is providing similar support for Governmental Programming as required pursuant to this Franchise.

Exhibit C
SECTION 7.1.2 FRANCHISE FEE PAYMENT WORKSHEET
(GAAP)

	<u>Month/Year</u>	<u>Month/Year</u>	<u>Month/Year</u>	<u>Total</u>
<u>Basic Service</u>				
<u>Installation Charge</u>				
<u>Expanded Basic Service</u>				
<u>Pay Service</u>				
<u>Pay-per-view</u>				
<u>Franchise Fee Revenue</u>				
<u>Advertising Revenue</u>				
<u>Home Shopping Revenue</u>				
<u>Digital Services</u>				
<u>Other Video Revenue</u>				
<u>Equipment Rental</u>				
<u>Processing Fees</u>				
<u>REVENUE</u>				
<u>Less Bad Debt</u>				
<u>Fee Calculated</u>				

Fee Factor: 5%

Authorized Officer

Date

Exhibit D
SECTION 3.6.1 EXISTING SERVICE

<u>Facility</u>	<u>Drop</u>	<u>Jacks</u>	<u>Active Jacks</u>	<u>Cox Boxes</u>	<u>Future</u>
<u>Public Works, 9900 Portal Road</u>	<u>1</u>	<u>8</u>	<u>4</u>	<u>2</u>	<u>2</u>
<u>PW - 9810 Hupp Dr.</u>	<u>1</u>	<u>6</u>	<u>4</u>	<u>4</u>	-
<u>Golf Clubhouse, 8305 Park View Blvd.</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>HD</u>	-
<u>Golf Maintenance, 8033 Valley Road</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	-
<u>Police, 7701 So. 96th St.</u>	<u>1</u>	<u>8</u>	<u>8</u>	<u>4</u>	<u>2</u>
<u>City Hall/Rec Center, 8116 Park View Blvd.</u>	<u>1</u>	<u>14</u>	<u>14</u>	<u>6</u>	-
<u>Library, 9110 Giles Road</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	-
<u>Fire Station #1</u>	<u>1</u>	<u>29</u>	<u>19</u>	<u>7</u>	-
<u>Fire Station #4, 8110 Park View Blvd.</u>	<u>1</u>	<u>8</u>	<u>8</u>	<u>8</u>	<u>2</u>
<u>7600 S 72nd; PLV School - G. Stanley Hall</u>	<u>1</u>	-	<u>1</u>	-	-
<u>7609 S 89th; PLV School - Parkview Heights</u>	<u>1</u>	-	<u>1</u>	-	-
<u>7821 Terry Dr; PLV School - LV West Elm</u>	<u>1</u>	-	-	-	-
<u>7900 Edgewood Blvd; PLV School - La Vista Jr. High</u>	<u>8</u>	-	<u>8</u>	-	-

Cont'd

<u>Facility</u>	<u>Drop</u>	<u>Jacks</u>	<u>Active Jacks</u>	<u>Cox Boxes</u>	<u>Future</u>
<u>8120 Giles Rd; PLV School - Buildings and Grounds</u>	<u>2</u>	-	<u>2</u>	-	-
<u>8130 Giles Rd; PLV School - Warehouse</u>	<u>0</u>	-	<u>0</u>	-	-
<u>9920 Brentwood Dr; PLV School - Portal Elementary</u>	<u>1</u>	-	<u>1</u>	-	-
<u>Total</u>	<u>23</u>	<u>76</u>	<u>73</u>	<u>33</u>	<u>6</u>

GENERAL NOTES: Drop is the actual Cox Cable drop into the building. Jacks are the number of potential jacks that are in a building. Active Jacks are the actual jacks that are considered "live" and have a cable attached to them from the drop. Cox boxes are the actual jacks or TV's that currently have service to them. Future is the known planned jacks that will have boxes and will be included as Existing Service for purposes of this Agreement.

K

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS I LIQUOR LICENSE APPLICATION FOR SLK EVENTS & ENTERTAINMENT DBA PINOT'S PALETTE IN LA VISTA, NEBRASKA.

WHEREAS, SLK Events & Entertainment dba Pinot's Palette, 7302 Giles Road, Suite 101, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class I Liquor License, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class I Liquor License application submitted by SLK Events & Entertainment dba Pinot's Palette, 7302 Giles Road, Suite 101, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 18TH DAY OF OCTOBER, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



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

TO: Pam Buethe, City Clerk

FROM: Chief Robert S. Lausten

DATE: October 11, 2016

RE: LOCAL BACKGROUND- LIQUOR LICENSE- MANAGER
SLK EVENTS & ENTERTAINMENT / DBA: PINOT'S PALETTE

CC:

The police department conducted a check of computerized records for criminal conduct regarding the applicant for the Liquor License and Manager application. Sonja Kapoun-Roof has no criminal entries in Nebraska.

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/

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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
- 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 THIS APPLICATION (if applicable)
Commissioner will call this person with any questions concerning this application

Name Matthew S. McKeever

Phone number: (402) 493-5675

Firm Name Copple, Rockey, McKeever & Schlecht P.C., L.L.O.

PREMISES INFORMATIONTrade Name (doing business as) Pinot's Palette La VistaStreet Address #1 7302 Giles Road, Suite 101

Street Address #2 _____

City La VistaCounty Sarpy

(59)

Zip Code 68128Premises Telephone number (402) 502-5656Business e-mail address lavista@pinotspalette.comIs this location inside the city/village corporate limits: YES NO

YES

X

SEP 08 2016

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

Name SLK Events and Entertainment, Inc. Attn: Sonja Kapoun-RoofStreet Address #1 402 Bellevue Blvd. N.

Street Address #2 _____

City BellevueState NebraskaZip Code 68005**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 59' x width 41' in feet

First Floor

Is there a basement? Yes No ✓If yes, length x width in feetIs there an outdoor area? Yes No ✓If yes, length x width in feet

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

See attached Email

EXHIBIT "A"

RECEIVED

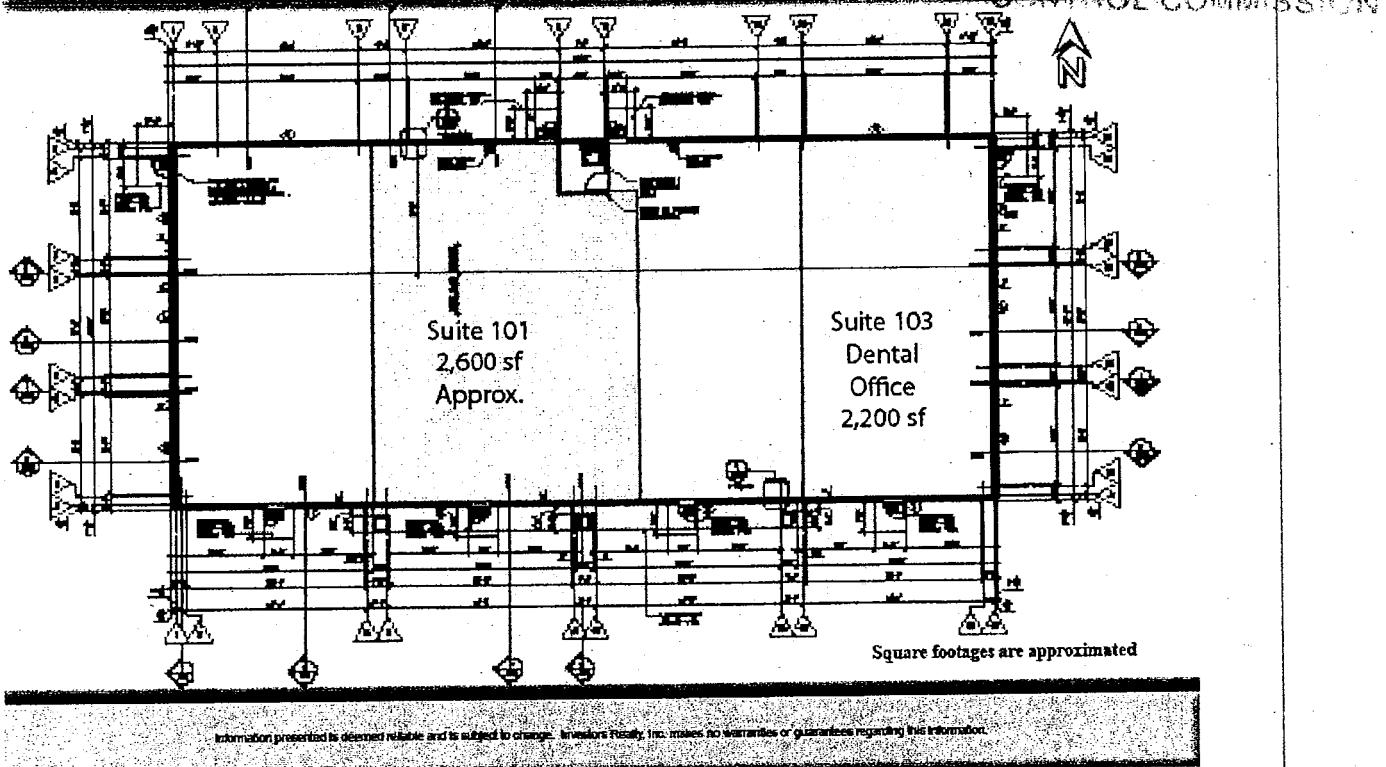
8/20/16

INVESTORS
REALTY

FLOOR PLAN - #1

La Vista Crossing Phase II, 107302 C16th Rd. • La Vista, Nebraska

11301 Davenport Street
Omaha, NE 68134
402.330.8000
www.investorsrealty.com



Messman, Mary

From: Seybert, Randy
Sent: Thursday, September 22, 2016 5:40 AM
To: Messman, Mary
Subject: FW: Liquor License Application

From: Pinot's Palette - La Vista [LaVista@pinotspalette.com]

Sent: Wednesday, September 21, 2016 8:23 PM

To: Seybert, Randy

Subject: RE: Liquor License Application

Hi Randy,

I apologize for the missing information.

The dimensions of the space are 41' 1" x 58' 10".

My last two employers:

- ConAgra Foods (12/16/1996 – 5/20/2016)
- Belle of Brownville (currently River City Star) (5/1994-11/1996)

Thanks.

Love to Paint, Drink and Have Fun?

JOIN US!

Cheers,

Sonja Kapoun-Roof

P: 402.502.5252

lavista@pinotspalette.com

7302 Giles Road, Suite 3

La Vista, NE 68128

From: Seybert, Randy

Sent: Tuesday, September 13, 2016 11:04 AM

To: Pinot's Palette - La Vista

Subject: Liquor License Application

Your application for a liquor license is being reviewed. Page 4 of form 100 asks for the dimensions of the area to be licensed (length & width) in feet. The diagrams provided do not show this, only square feet.

The managers app asked for your last two employers. The question was left blank. Please provide us with that information.

Thank you,

Randy Seybert

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

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✓

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Sonja Kapoun-Roof	04/2006	Sarpy County, NE	NEBRASKA LIQUOR CONTROL COMMISSION Disobey Stop Sign	Fine: \$75

✓ 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) _____

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

YES NO

SEP 08 2016

If yes, explain. (all involved persons must be disclosed on application) **NEBRASKA LIQUOR
CONTROL COMMISSION**

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.

First National Bank of Omaha, (a) Sonja Kapoun-Roof

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

None

✓ 12. List the 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.

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NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Sonja Kapoun-Roof	09/14/2016	Manager Alcohol Server Training (to be completed)

List of NLCC certified training programs

Experience:

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

✓ 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 October 01, 2026

Deed

Purchase Agreement

✓ 14. When do you intend to open for business? October 2016

✓ 15. What will be the main nature of business? Painting and Wine Tasting

✓ 16. What are the anticipated hours of operation? 8:00 a.m. - 10:00 p.m.

✓ 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		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Bellevue, Nebraska	2006	2016			

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.

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

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Signature of Spouse


Signature of Applicant

Sonja Kapoun-Roof

Print Name

Print Name

Signature of Applicant

Signature of Spouse

Print Name

Print Name

ACKNOWLEDGEMENT

State of Nebraska

County of

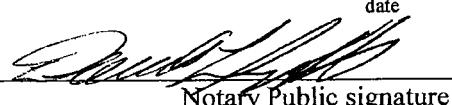
Douglas

1st day of September, 2016

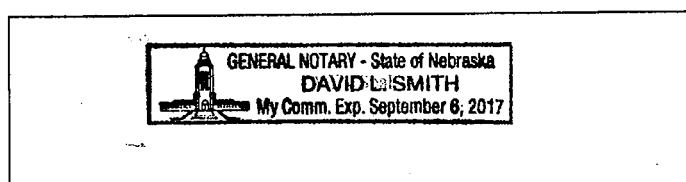
by

Sonja Kapoun-Roof

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


Notary Public signature

date



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.

L

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE ADDITION TO THE LIQUOR LICENSE FOR PATRIARCH DISTILLERS LLC IN LA VISTA, NEBRASKA.

WHEREAS, Patriarch Distillers LLC dba Patriarch Distillers LLC, 12251 Cary Circle, Suite 100, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for an addition to their Liquor License, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the addition to the Liquor License submitted by Patriarch Distillers LLC dba Patriarch Distillers LLC, 12251 Cary Circle, Suite 100, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 18TH DAY OF OCTOBER, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



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

TO: Pam Buethe, City Clerk

FROM: Robert S. Lausten, Police Chief

DATE: 13 OCT 2016

RE: Application for Addition to Liquor License

Re: Patriarch Distillers

The La Vista Police Department has reviewed the application by Patriarch Distillers and no concerns were identified by the police department.

**APPLICATION FOR ADDITION
TO LIQUOR LICENSE**

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

Office Use

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Application:

- Must include processing fee of \$45.00 check made payable to the Nebraska Liquor Control Commission or you may pay online at www.ne.gov/go/NLCCpayport
- Must include a copy of the lease or deed showing ownership of area to be added. This is still required even if it's the same as on file with original application
- Must include simple hand drawn sketch showing existing licensed area and area to be added, must include outside dimensions in feet (not square feet), show direction north.
NO BLUE PRINTS
- May include approval from the local governing body; no addition shall be approved unless endorsed by the local governing body
- Check with your local governing body for any additional requirements that may be necessary in making this request for addition

LIQUOR LICENSE # 105099 - 105100

CLASS TYPE Z/C

LICENSEE NAME Patriarch Distillers LLC

TRADE NAME Patriarch Distillers LLC

PREMISE ADDRESS 12251 Cary Circle Suite 100

CITY LaVista ZIP CODE 68128 COUNTY Sarpy

CONTACT PERSON Jeff Hadden

PHONE NUMBER OF CONTACT PERSON (402) 690-3490

EMAIL ADDRESS OF CONTACT PERSON jhadden@patriarchdistillers.com

CK 1444
\$45-mm



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FEB 11 2016
REV JULY 2015
Page 1 of 2

1. **What is being added?**

Explain the type of addition that is being requested, i.e. beer garden, adding to building

Additional bonded space

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2. Will this addition cause the location to be 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

SEP 19 2010
NEBRASKA LIQUOR
CONTROL COMMISSION

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).

Must include supplemental Form 134 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

If proposed location is within 300 feet of a campus, the Commission may waive this restriction upon written approval from the governing body of the college or university. (Rev. Stat. 53-177)(1).

Must include supplemental Form 135 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

3. Include a sketch of the area to be added showing:

- ✓ existing licensed area with length & width in feet
- ✓ area to be added with length & width in feet
- ✓ direction north

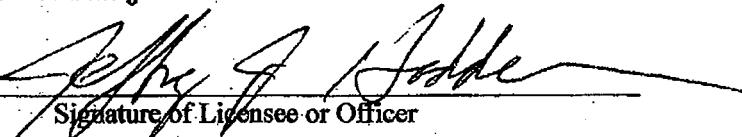
4. If adding an outdoor area explain:

- ✓ type of fencing
- ✓ height of fence
- ✓ length & width of outdoor area in feet

12.07 Outdoor area shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors and which is contained by a permanent fence, wall or other barrier approved by the Commission and shall be in compliance with all building and fire, or other applicable local ordinances.

Rule Chapter 2-012.07

I acknowledge under oath that the premises as added to comply in all respects with the requirements of the act.
Neb Rev Stat §53-129


Signature of Licensee or Officer

State of Nebraska

County of Seward

9-14-2010

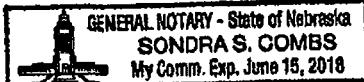
Date

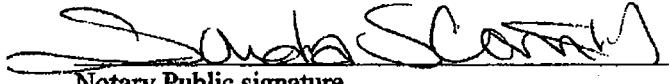
The foregoing instrument was acknowledged before me this

by


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

Affix Seal




Notary Public signature

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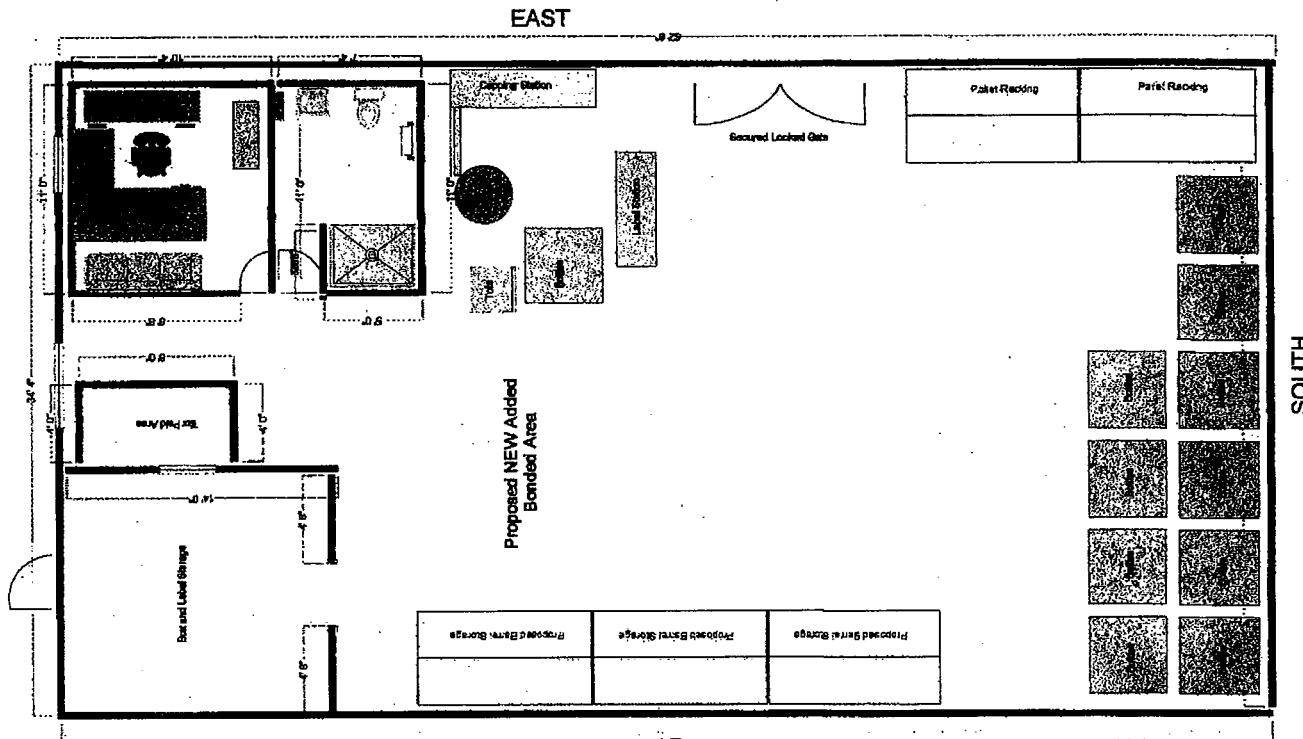
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NEBRASKA LIQUOR
CONTROL COMMISSION

NORTH

SOUTH



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