LA VISTA CITY COUNCIL MEETING AGENDA
March 16, 2021
6:00 p.m.
Harold "Andy" Anderson Council Chamber
La Vista City Hall
8116 Park View Blvd

- **Call to Order**

- **Pledge of Allegiance**

- **Announcement of Location of Posted Open Meetings Act**

- **Presentations – Blue Star Memorial Donations**
  - **American Legion Post 32**
  - **La Vista Community Foundation**

- **Service Awards: Don Pluta – 20 Years; James Berger and James Parisien – 5 Years**

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

A. CONSENT AGENDA

1. **Approval of the Agenda as Presented**
2. **Approval of the Minutes of the March 2, 2021 City Council Meeting**
3. **Approval of the Minutes of the February 4, 2021 Planning Commission Meeting**
4. **Approval of the Minutes of the February 18, 2021 Planning Commission Meeting**
5. **Monthly Financial Report – January 2021**
6. **Request for Payment – Alfred Benesch & Company – Professional Services – 96th & 108th St Pavement Rehabilitation – $333.73**
7. **Request for Payment – Alfred Benesch & Company – Professional Services – 96th & 108th St Pavement Rehabilitation – $3,244.50**
8. **Request for Payment – Design Workshop, Inc. – Professional Services – La Vista Wayfinding – $6,295.00**
9. **Request for Payment – Design Workshop, Inc. – Professional Services – La Vista Wayfinding – $5,665.00**
10. **Request for Payment – Felsburg, Holt & Ullevig – Professional Services – 114th & Files Intersection Improvements – $3,523.52**
11. **Request for Payment – Hunden Strategic Partners – Professional Services – Sports Complex Study – $10,000.00**
12. **Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Miscellaneous On-call Services – $675.00**
13. **Approval of Claims**

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

- **Presentation – Central Park West and City Centre Plaza Conceptual Design**

B. Planned Unit Development – Zoning Overlay and Site Plan – Lots 2 and 3
1. Public Hearing
2. Ordinance

C. Harrison Hills Replat Seven – Replat & Subdivision Agreement
1. Resolution – Final Plat
2. Resolution – Subdivision Agreement

D. Planned Unit Development Site Plan Amendment – Lots 1 & 16 Harrison Hills
1. Public Hearing
2. Ordinance

E. Conditional Use Permit – Workforce Housing – Portion of Lot 1 Harrison Hills
1. Public Hearing
2. Resolution

F. Resolution – Audited Comprehensive Annual Financial Report for Fiscal Year Ending September 30, 2020

G. Resolution – Award Contract – Budgeting Software

H. Resolution – Award Contract – Concession Stand Operations

I. Resolution – Authorize Request for Proposals – Business Continuity and Disaster Recovery Plan

J. Resolution – Authorize Purchase – Asphalt Roller and Trailer

K. Executive Session – Contract Negotiations

- **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 three minutes. We ask for your cooperation in order to provide for an organized meeting.

LA VISTA

CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **DON PLUTA OF THE LA VISTA PUBLIC WORKS DEPARTMENT,** FOR 20 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Don Pluta** has served the City of La Vista since February 26, 2001; and

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

NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **Don Pluta** on behalf of the City of La Vista for 20 years of service to the City.

DATED THIS 16TH DAY OF MARCH 2021.

Douglas Kindig, Mayor

Mike Crawford
Councilmember, Ward I

Kim J. Thomas
Councilmember, Ward I

Ronald Sheehan
Councilmember, Ward II

Terrilyn Quick
Councilmember, Ward II

Deb Hale
Councilmember, Ward III

Alan W. Ronan
Councilmember, Ward III

Kelly R. Sell
Councilmember, Ward IV

Jim Frederick
Councilmember, Ward IV

CITY OF LA VISTA CORPORATE SEAL SARPY COUNTY

ATTEST:

Pamela A. Buethe, CMC
City Clerk

LA VISTA

CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **JAMES BERGER OF THE LA VISTA POLICE DEPARTMENT,** FOR 5 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **James Berger** has served the City of La Vista since February 22, 2016; and

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

NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **James Berger** on behalf of the City of La Vista for 5 years of service to the City.

DATED THIS 16TH DAY OF MARCH 2021.

Douglas Kindig, Mayor

Mike Crawford
Councilmember, Ward I

Kim J. Thomas
Councilmember, Ward I

Ronald Sheehan
Councilmember, Ward II

Terrilyn Quick
Councilmember, Ward II

Deb Hale
Councilmember, Ward III

Alan W. Ronan
Councilmember, Ward III

Kelly R. Sell
Councilmember, Ward IV

Jim Frederick
Councilmember, Ward IV

CITY OF LA VISTA CORPORATE SEAL SARPY COUNTY

ATTEST:

Pamela A. Buethe, CMC
City Clerk

LA VISTA

CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **JAMES PARISIEN OF THE LA VISTA POLICE DEPARTMENT,** FOR 5 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **James Parisien** has served the City of La Vista since February 22, 2016; and

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

NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **James Parisien** on behalf of the City of La Vista for 5 years of service to the City.

DATED THIS 16TH DAY OF MARCH 2021.

Douglas Kindig, Mayor

Mike Crawford
Councilmember, Ward I

Kim J. Thomas
Councilmember, Ward I

Ronald Sheehan
Councilmember, Ward II

Terrilyn Quick
Councilmember, Ward II

Deb Hale
Councilmember, Ward III

Alan W. Ronan
Councilmember, Ward III

Kelly R. Sell
Councilmember, Ward IV

Jim Frederick
Councilmember, Ward IV

CITY OF LA VISTA CORPORATE SEAL SARPY COUNTY

ATTEST:

Pamela A. Buethe, CMC
City Clerk

A-1

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LA VISTA CITY COUNCIL
MEETING
March 2, 2021

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on March 2, 2021. 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, Chief of Police Lausten, City Clerk Buethe, Director of Public Works Soucie, Director of Administrative Services Pokorny, Assistant Library Director Norton, Finance Director Miserez, Recreation Director Stopak, City Engineer Dowse, and Community Development Director Fountain.

A notice of the meeting was given in advance thereof by publication in the Times on February 17, 2021. 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: AMANDA EBY – 5 YEARS

Mayor Kindig recognized Amanda Eby for 5 years of service to the City.

A. CONSENT AGENDA

1. **APPROVAL OF THE AGENDA AS PRESENTED**
2. **APPROVAL OF THE MINUTES OF THE FEBRUARY 16, 2021 CITY COUNCIL MEETING**
3. **APPROVAL OF THE MINUTES OF THE FEBRUARY 8, 2021 LA VISTA/METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM OWNERS ASSOCIATION, INC. MEETING**
4. **REQUEST FOR PAYMENT – CITY OF OMAHA – SEWER CONNECTION FEES - $151,620.00**
5. **REQUEST FOR PAYMENT – RDG PLANNING & DESIGN – PROFESSIONAL SERVICES – ON CALL SERVICES – $6,540.00**
6. **REQUEST FOR PAYMENT – RDG PLANNING & DESIGN – PROFESSIONAL SERVICES – PLACEMAKING & LA SERVICES – $11,222.76**
7. **APPROVAL OF CLAIMS**

ACTION BATTERIES, maint.	112.50
AMAZON, supplies	437.03
AT&T MOBILITY LLC, phones	97.40
BERGANKDV LLC, services	20,000.00
BEST CARE EMPLOYEE ASST, services	4,158.00
BIBLIOTHECA LLC, books	4.47
BISHOP BUSINESS EQUIPMENT, services	275.43
BUILDERS SUPPLY CO, supplies	40.32
CINTAS CORP, services	279.45
CITY OF OMAHA, services	693,473.39
CITY OF PAPILLION, services	218,909.95
CORNHUSKER INTL TRUCKS INC, maint.	21.97
COX COMMUNICATIONS INC, services	427.58
DEMCO INC, supplies	176.74
DOUGLAS COUNTY SHERIFF, services	887.50
FASTENAL CO, maint.	31.15
FELSBURG HOLT & ULLEVIG INC, services	1,828.75
FIRST WIRELESS INC, services	681.00
GALE, books	124.45
GRAYBAR ELECTRIC CO, bld&grnds	119.05
GREAT PLAINS UNIFORMS, apparel	120.00

GREY HOUSE PUBLISHING, services	345.00
INFOGROUP, services	2,500.00
INGRAM LIBRARY SERVICES, books	802.65
JOHNSON CONTROLS, bld&grnds	611.50
K ELECTRIC, services	586.04
LAMP RYNEARSON & ASSOCIATES, services	16,975.20
LARSEN SUPPLY CO, supplies	291.44
LIBRA INDUSTRIES INC, apparel	197.00
LIBRARY IDEAS LLC, books	7.50
LINE-X, maint.	420.00
LOGO LOGIX EMBROIDERY, apparel	248.00
MENARDS-RALSTON, bld&grnds	195.88
METRO COMM COLLEGE, services	14,931.75
MIDWEST TAPE, media	576.94
MISEREZ, CYNTHIA, supplies	71.94
MOBOTREX INC, services	8,877.00
MOODY'S INVESTORS INC, services	4,875.00
MSC INDUSTRIAL SUPPLY CO, supplies	827.67
NE MUNICIPAL CLERKS ASSOC, services	45.00
NE STATE FIRE MARSHAL, bld&grnds	324.00
NORTH AMERICAN RESCUE, services	465.20
OCLC INC, media	161.21
OFFICE DEPOT INC, supplies	1,796.76
OMAHA WINNELSON SUPPLY, bld&grnds	1,294.30
RAINBOW GLASS & SUPPLY, bld&grnds	1,280.00
RED WING, apparel	150.00
SAPP BROS INC, maint.	1,445.50
SARPY ELECTION COMMISSIONER, services	1,899.20
SARPY DOUGLAS LAW ACADEMY, supplies	258.04
SHI INTERNATIONAL CORP, services	4,142.75
SIGN IT, services	715.00
SOUTHERN UNIFORM, apparel	192.96
SYMBOL ARTS LLC, apparel	997.75
COUNCIL OF STATE GOVERNMENTS, books	112.50
THE NEW YORK TIMES, services	650.00
THE PENWORTHY CO, books	559.32
THOMPSON DREESSEN & DORNER INC, services	5,200.00
TY'S OUTDOOR POWER, maint.	906.66
VERIZON CONNECT NWF, phones	631.41
VERIZON WIRELESS, phones	688.17
WALMART, supplies	443.85
WORLD TRADE PRESS, services	796.72

Councilmember Thomas made a motion to approve the consent agenda. Seconded by Councilmember Frederick. Councilmember Sell 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 DEPARTMENT HEADS

City Administrator Gunn reported there will be a City Council work session on March 27.

Finance Director Miserez reported that Moody's has given the City an Aa3 rating for the bond items that the Council approved at their last meeting.

Recreation Director Stopak reported on COVID vaccination clinics held at the Community Center and on senior services and programming.

Community Relations Coordinator Beaumont reported on the event postcard that will be going out to residents.

Chief of Police Lausten reported on Police Department staff receiving the second round of COVID vaccinations.

Director of Public Works Soucie reported that crews are out applying cold patch to potholes.

B. ZONING TEXT AMENDMENTS – SECTION 5.17 GATEWAY CORRIDOR DISTRICT AND THE GATEWAY CORRIDOR DISTRICT DESIGN GUIDELINE BOOKLET

1. PUBLIC HEARING

At 6:11 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the proposed zoning text amendments.

At 6:11 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.

2. ORDINANCE

Councilmember Thomas introduced Ordinance No. 1414 entitled: AN ORDINANCE TO AMEND SECTION 5.17 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTION 5.17 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember Crawford seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, and Sell. Nays: Crawford and Hale. Abstain: None. Absent: None. Motion passed.

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1414. Councilmember Frederick seconded the motion. The Mayor then stated the question, "Shall Ordinance No. 1414 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

C. ORDINANCE – AMEND MASTER FEE ORDINANCE

Councilmember Frederick introduced Ordinance No. 1415 entitled: AN ORDINANCE TO AMEND ORDINANCE NO.1408, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

Councilmember Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember Quick seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion passed.

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1415. Councilmember Frederick seconded the motion. The Mayor then stated the

question, "Shall Ordinance No. 1415 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

D. CLASS C LIQUOR LICENSE – RUMOR HAS IT LLC DBA PHILLY SPORTS BAR & GRILL

1. PUBLIC HEARING

At 6:14 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the application for a Class C Liquor License for Rumor Has It LLC dba Philly Sports Bar & Grill. Michael Lehan, attorney for the applicant, stated that owners Geremy Edwards and Shannon Opitz were present to answer any questions.

At 6:18 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

2. RESOLUTION

Councilmember Hale introduced and moved for the adoption of Resolution No. 21-019 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF A CLASS C LIQUOR LICENSE FOR RUMOR HAS IT LLC DBA PHILLY SPORTS BAR & GRILL IN LA VISTA, NEBRASKA.

WHEREAS, Rumor Has It LLC dba Philly Sports Bar & Grill, 8116 S. 84th Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C Liquor License; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of a Class C Liquor License submitted by Rumor Has It LLC dba Philly Sports Bar & Grill, 8116 S 84th Street, La Vista, Sarpy County, Nebraska.

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

E. RESOLUTION – AWARD CONTRACT – PARK VIEW BOULEVARD PANEL REPLACEMENT PROJECT

Councilmember Hale introduced and moved for the adoption of Resolution No. 21-020 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO TR CONSTRUCTION, OMAHA, NEBRASKA, FOR THE PARK VIEW BOULEVARD PANEL REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED $372,175.96.

WHEREAS, the City Council of the City of La Vista has determined that various panel replacements along Park View Boulevard between 84th Street and 96th Street are necessary; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the proposed repairs; and

WHEREAS, bids were solicited, and four bids were received; 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 in a form satisfactory to the City Administrator and City Attorney to TR Construction, Omaha, Nebraska, for the Park View Boulevard Panel Replacement Project in an amount not to exceed $372,175.96.

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

F. RESOLUTION – AUTHORIZE REQUEST FOR BIDS – 114TH STREET AND GILES ROAD INTERSECTION IMPROVEMENTS

Councilmember Thomas introduced and moved for the adoption of Resolution No. 21-021 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR 114TH STREET AND GILES ROAD INTERSECTION IMPROVEMENTS.

WHEREAS, the Mayor and Council have determined that intersection improvements at 114th Street and Giles Road are necessary; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the proposed project; and

WHEREAS, the schedule for awarding this contract is as follows:

Publish Notice to Contractors	March 10, 2021 and March 17, 2021
Open Bids	March 26, 2021 at 10:00 am at City Hall
City Council Award Contract	April 6, 2021

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska hereby authorize the advertisement for bids for 114th Street and Giles Road Intersection Improvements.

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

G. RESOLUTION – AUTHORIZE PURCHASE – PORTABLE RADIOS

Councilmember Quick introduced and moved for the adoption of Resolution No. 21-022 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AWARDING A CONTRACT TO MOTOROLA SOLUTIONS, CHICAGO, IL, FOR THE PURCHASE OF TWO (2) MOTOROLA APX 6000 PORTABLE RADIOS AND TWO APX 6500 MOBILE RADIOS IN AN AMOUNT NOT TO EXCEED $21,900.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of new Motorola radios and accessories is necessary, and

WHEREAS, the FY21-22 General Fund budget does include funds for the purchase of two (2) Motorola portable radios and two (2) mobile radios, and

WHEREAS, Motorola Solutions is a sole source vendor and will extend that price to the City of La Vista, and

WHEREAS, Motorola Solutions is a highly qualified specialty public safety communications provider, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby accept the requisition and authorize the purchase of two (2) Motorola APX 6000 portable radios and two (2) Motorola APX 6500 mobile radios from Motorola Solutions, Chicago, IL, in an amount not to exceed $21,900.

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

COMMENTS FROM THE FLOOR

There were no comments from the floor.

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Frederick commented on Salute to Summer.

Mayor Kindig commented that he will be testifying regarding Hotel Occupation Tax at the Capitol on Thursday.

At 6:26 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 16TH DAY OF MARCH 2021.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA
8116 PARK VIEW BOULEVARD
LA VISTA, NE 68128
P: (402) 331-4343

PLANNING COMMISSION MINUTES
FEBRUARY 4, 2021 6:30 P.M.

The City of La Vista Planning Commission held a meeting on Thursday, February 4, 2021 in the Harold "Andy" Anderson Council Chamber at La Vista City Hall, 8116 Park View Boulevard. Chairman Wetuski called the meeting to order at 6:30 p.m. with the following members present: Mike Krzywicki, Gayle Malmquist, Harold Sargus, Patrick Coghlan, John Gahan, Jason Dale, Mike Circo, and Josh Frey. Kathleen Alexander was absent. Also, in attendance were Chris Solberg, Deputy Community Development Director; Bruce Fountain, Community Development Director; Cale Brodersen, Assistant City Planner; and Pat Dowse, City Engineer.

Legal notice of the public meeting and hearing were posted, distributed and published according to Nebraska law. Notice was simultaneously given to all members of the Planning Commission. All proceedings shown were taken while the convened meeting was open to the attendance of the public.

1. **Call to Order**

   The meeting was called to order by Chairman Wetuski at 6:30 p.m. Copies of the agenda and staff reports were made available to the public.

2. **Approval of Meeting Minutes – January 21, 2021**

   Malmquist moved, seconded by *Krzywicki,* to approve the January 21, 2021 minutes with one change of a reference to "Co-Chairman Sargus" to "Vice-Chairman Sargus". ***Ayes: Krzywicki, Gahan, Coghlan, Frey, Sargus, and Malmquist. Nays: None. Abstain: Wetuski, Dale, and Circo. Absent: Alexander. Motion Carried, (6-0-3)***

3. **Old Business**

   None.

4. **New Business**
   A. **Zoning Ordinance Amendment – Section 5.17 Gateway Corridor District (Overlay District) and the Gateway Corridor District Design Guideline Booklet**

      i. **Staff Report – Christopher Solberg, AICP:** Chris noted that revised copies of the amendment to the zoning ordinance and the Gateway Corridor Design Guideline Booklets are placed in front of each Planning Commission member, and that they should reference those for purposes of discussion.

      Solberg stated that through the regular review process enacted by some of La Vista's regulations, staff have decided that several changes are necessary for the Gateway Corridor District. The first amendment would change the standard lighting fixture for

the 144th Street corridor. He mentioned that most of the land on the 144th street corridor is already developed, except for a few properties, and that our current standard light fixture for the entire Gateway Corridor Overlay District doesn't fit the aesthetic or design intent of the 144th street corridor which was introduced into La Vista's planning jurisdiction approximately 7 years ago. Solberg stated that the most logical light fixture for the corridor, to ensure continuity, would be the one approved for the Woodhouse Place development through the Woodhouse PUD.

Solberg stated that the other amendments relate to the criteria for application in the actual ordinance. The proposed changes simplify the process for design review by adding in a review category for "small projects," where at the discretion of the Community Development Director, it would be determined whether or not exterior improvements will need to go through the full design review process, or if they qualify for an internal administrative review by Community Development staff. Solberg clarified that this would allow for the in-house review of small improvements like minor additions or accessory buildings to keep an unnecessary monetary and time burden off small projects and business owners where the full external review is not necessary. Small projects would have a $100 review fee, as compared to the $1500 fee common for larger projects.

Solberg stated that a section was also added relating to waivers, where deviations from the guidelines for improvements that still meet the intent of the guidelines can be approved without needing to go through a lengthy review process. Solberg gave an example of a request for a small utility shed to house a lawn mower used for a senior living facility. If the small shed is not visible from any street or public right-of-way, and if the materials and colors used match the materials used for the primary building, is it necessary that this small utility shed be constructed of at least 51% masonry materials? Solberg reiterated that the amendments provide some flexibility in the handling of the review for small projects and the process for review and approval of waiver requests.

ii. **Public Hearing; Wetuski opened the public hearing.**

Seeing no one come forward, Wetuski closed the Public Hearing.

Krzywicki commented that since the definition of small projects in the proposed amendment does not mention dollar amounts or percentage requirements, it leaves it pretty wide open and gives a lot of discretion to staff in determining what is and what is not a small project.

Solberg confirmed that the definition does leave some room for interpretation, but that the intention is for requests for minor improvements or changes to existing facilities. He mentioned that most of the design review applications are for new buildings or major renovations where it is clear that they would not be considered small projects.

Krzywicki asked if the roof of a building in the Gateway Corridor were to be damaged by a hailstorm, would its replacement be reviewed as a small project?

Solberg answered that if the roof is just a replacement of what was there before, using the same material that was approved through the process when the building was constructed, they would not be required to go through any review. Solberg gave an additional example that if a property owner wanted to add a new awning to a building within the Gateway Corridor, this is something that could be considered a small project for review.

Krzywicki asked if there are buildings in the Gateway Corridor that do not conform as they were constructed prior to the implementation of the design criteria.

Solberg answered that we do have some, primarily along 84th Street.

Krzywicki asked if they would be required to go through design review if those buildings were damaged and needed repairs or replacements.

Bruce Fountain came to the podium and mentioned that one motivation for brining this amendment forward is to allow for some staff review of projects that are currently exempt, but that do have visual impacts on the Gateway Corridor. He gave a few examples of recent buildings that avoided the design review process by manipulating the projects just enough to be exempt. Fountain explained how this shouldn't affect the way that most projects are handled and reviewed, but it provides a greater ability for review of some smaller projects without an expensive or lengthy review process.

Krzywicki voiced his concern that if a non-conforming structure experienced damage from a natural disaster, that the City would enforce expensive requirements and standards for them to repair the building.

Solberg clarified that there is a section within the Zoning Ordinance that addresses non-conforming structures and their ability to repair, but that it would depend on the extent of the damage and what is allowed within the Zoning Ordinance. He said that at a certain point or percentage, the design review requirement would kick in. Fountain mentioned that this would happen today even without the proposed amendments.

iii. **Recommendation:** *Malmquist* moved, seconded by *Circo,* to recommend approval of the text amendments to Section 5.17 of the Zoning Ordinance and the Gateway Corridor Design Guideline Booklet as presented. ***Ayes: Wetuski, Krzywicki, Gahan, Dale, Circo, Coghlan, Frey, Sargus, and Malmquist. Nays: None. Abstain: None. Absent: Alexander. Motion Carried, (9-0-0).***

5. Report of the Nominating Committee

Malmquist delivered the report of the nominating committee. The committee approached the existing officers about serving another term in their respective roles and they have expressed

interest in doing so. The nominating committee recommends the re-election of Kevin Wetuski as Chair, Harold Sargus as Vice-Chair, and Kathleen Alexander as Secretary.

6. **2021 Election of Officers**

   i. **Recommendation:** *Malmquist* moved, seconded by *Gahan,* to accept the nominating committee's recommendations for the election of officers for Wetuski as Chair, Sargus as Vice-Chair, and Alexander for Secretary. ***Ayes: Wetuski, Krzywicki, Gahan, Dale, Circo, Coghlan, Frey, Sargus, and Malmquist. Nays: None. Abstain: None. Absent: Alexander. Motion Carried, (9-0-0).***

7. **Comments from the Planning Commission**

   A discrepancy was noted in what is listed as the appropriate comment time limit during public hearings. In the announcements at the beginning of the meeting it is said to be three minutes, but the agenda mentions a five-minute limitation on comments.

   Solberg confirmed that we will reference the Open Meetings Act and correct the discrepancy.

8. **Comments from the Staff**

   Solberg notified the Planning Commission that they will have a meeting in two weeks, and that there are currently between three and four items slated for that agenda.

9. **Adjournment**

   Wetuski adjourned the meeting at 6:53 p.m.

Reviewed by Planning Commission:

_____
Planning Commission Secretary

_____ _____
Planning Commission Chair Date

A-4

CITY OF LA VISTA
8116 PARK VIEW BOULEVARD
LA VISTA, NE 68128
P: (402) 331-4343

PLANNING COMMISSION MINUTES
FEBRUARY 18, 2021 6:30 P.M.

The City of La Vista Planning Commission held a meeting on Thursday, February 18, 2021 in the Harold "Andy" Anderson Council Chamber at La Vista City Hall, 8116 Park View Boulevard. Chairman Wetuski called the meeting to order at 6:30 p.m. with the following members present: Mike Krzywicki, Gayle Malmquist, Harold Sargus, Patrick Coghlan, John Gahan, Jason Dale Kathleen Alexander, Mike Circo, and Josh Frey. Also, in attendance were Chris Solberg, Deputy Community Development Director; Bruce Fountain, Community Development Director; Cale Brodersen, Assistant City Planner; Meghan Engberg, Permit Technician; and Pat Dowse, City Engineer.

Legal notice of the public meeting and hearing were posted, distributed, and published according to Nebraska law. Notice was simultaneously given to all members of the Planning Commission. All proceedings shown were taken while the convened meeting was open to the attendance of the public.

1. **Call to Order**

   The meeting was called to order by Chairman Wetuski at 6:30 p.m. Copies of the agenda and staff reports were made available to the public.

2. **Approval of Meeting Minutes – February 4, 2021**

   Malmquist moved, seconded by *Sargus,* to approve the February 4, 2021 minutes. ***Ayes: Krzywicki, Gahan, Coghlan, Frey, Sargus, Wetuski, Dale, Circo, and Malmquist. Nays: None. Abstain: Alexander. Absent: None. Motion Carried, (9-0-1)***

3. **Old Business**

   None.

4. **New Business**
   A. Zoning Map Amendment – Lots 2 & 3 Gary & Debbie Pink No. 3 – TNT Holdings, LLC

      i. **Staff Report – Christopher Solberg, AICP:** Solberg stated that TNT Holdings, LLC is requesting to rezone Lots 2 & 3 Gary and Debbie Pink to extend the Planned Unit Development zoning overlay over those lots, which are generally located Southwest of the intersection of Giles Road and West Giles Road. Staff recommends approval of the Zoning Map Amendment to add a Planned Unit Development – Overlay District to Lots 2 and 3 of Gary & Debbie Pink No. 3 with the allowances stated within the staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

ii. **Public Hearing; Wetuski opened the public hearing.**

Ken Hahn spoke on behalf of the applicant. He showed the Commission a drawing of the site area that shows Lots 2 and 3 and mentioned that about 3 years ago, Dr. Miyomoto and his wife purchased Lot 3 and put a dental clinic on that lot. He said that they found that even with utilizing every square inch that they could in the building and meeting parking guidelines, it is proving to be inadequate for their practices and would like to provide some additional parking. Hahn said the owners purchased Lot 2 hoping there would be a way for them to be able to use some of that land for parking. He mentioned that Lot 2 is such a narrow lot, that it's hard to find use for that piece of land. The thinking was that if they were to develop this lot in a way where they could put the building on the west end, the parking needed for that would consume a portion of Lot 2, but not all of it. The remainder of the lot would then be used for parking and would help with the additional need on Lot 3.

Krzywicki mentioned the parking shown in the plan and the diagonal part of the roadway and asked if that was existing or new.

Hahn said that it's all existing.

Krzywicki mentioned that when he drove by there today, there were 2 cars parked on the road and asked if they would start utilizing the parking to the left of the road.

Hahn said that was correct.

Krzywicki asked if it would make more sense to have the road moved so people don't have to cross the street.

Hahn said that he wasn't sure if he'd be able to give a definitive answer for that and that it goes beyond what they are trying to achieve. He said that they are putting in a sidewalk and there will also be a crosswalk as well.

Jill McCormick addressed the Commission and said that she lives directly across the Burlington Northern line near the project site. She said that the applicant had mentioned there was another building to be constructed to the west and asked what type of use would be included. She also asked if it was the Rocket Carwash that was being advertised nearby.

Solberg said that the Rocket Carwash, is proposed for a site to the west of this site, however, no plans or applications have been submitted to the City for that project at this time.

McCormick said that the Planning Commission Public Hearing sign was placed directly under the Rocket Carwash sign and that's why she thought they were here tonight. Solberg indicated that the sign was misplaced and that would be corrected.

Hahn said that the building that is shown on the plans will be a professional office building.

McCormick said that all of this is directly north of her property and her biggest concern is the lighting and the effect it will have on Haunted Hollow which they own and operate. She mentioned that the dentist office has one light along the access road that is turned toward the railroad tracks and their driveway and shines directly into their customers' faces. She just wants everyone to know, that as La Vista is developing that area, there is a residence still right there.

Wetuski closed the Public Hearing.

Sargus mentioned the parking lot light and asked if there is a code on where the light must be placed.

Hahn said that there is a requirement that they must follow the lighting design guidelines that are in the Gateway Corridor District and the lights they have there are in compliance with those requirements.

Solberg said that projects in this area do go through design review and that the proposed Rocket Carwash will be required to as well when it is submitted. The car wash also will be required to get a Conditional Use Permit and they will have to go before the Planning Commission and have a public hearing for that request, as well. He said that all these properties are in the Gateway Corridor Overlay District, which requires a specific type of lighting fixture, which is "dark sky compliant". Solberg said that it was selected back in 2004, when the original guidelines were developed. The topography down to the Haunted Hollow property is downward sloping, so there are some angle issues with the light. He then said that when they go to work with the architect on the proposed new building, that they can look into any existing issues as well.

Frey asked if there could be a requirement to provide screening with trees or anything else to help with the light bleeding onto other properties.

Solberg said they can look into it with their architect to see what all could be done, but there isn't much room due to the railroad right-of-way. He said that they can look into ways to keep that lighting level down and verify that there aren't sconces shining light onto the adjacent properties.

iii. **Recommendation:** *Sargus* moved, seconded by *Malmquist,* to recommend approval of the Zoning Map Amendment to add a Planned Unit Development – Overlay District to Lots 2 and 3 of Gary & Debbie Pink No. 3 with the allowances stated within the staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance. ***Ayes: Wetuski, Krzywicki, Gahan, Dale, Circo, Alexander, Frey, Sargus, and Malmquist. Nays: None. Abstain: None. Absent: None. Motion Carried, (9-0).***

B. Planned Unit Development Site Plan – Lots 2 & 3 Gary & Debbie Pink No. 3, TNT Holdings, LLC

i. **Staff Report- Christopher Solberg, AICP:** Solberg stated that TNT Holdings, LLC and VNT, LLC, is requesting a PUD site plan amendment to allow for a development with shared parking on Lots 2 & 3 Gary and Debbie Pink No. 3. Staff recommends approval of the Planned Unit Development Site Plan for Lots 2 and 3 Gary and Debbie Pink No. 3, with the allowances stated within the staff report, contingent on the resolution of any issues mentioned in this staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

ii. **Public Hearing: Wetuski opened the Public Hearing.**

Wetuski closed the Public Hearing as no members of the public came forward.

iii. **Recommendation:** *Malmquist* moved, seconded by *Dale,* to recommend approval of the Planned Unit Development Site Plan for Lots 2 and 3 Gary & Debbie Pink No.3, with the allowances stated within the staff report, contingent on the resolution of any issues mentioned in this staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance. ***Ayes: Wetuski, Krzywicki, Gahan, Dale, Circo, Alexander, Frey, Sargus, and Malmquist. Nays: None. Abstain: None. Absent: None. Motion Carried, (9-0).***

C. Replat- Lots 1 & 16 Harrison Hills – Streck, Inc.

i. **Staff Report – Christopher Solberg, AICP:** Solberg stated that Streck, Inc. has applied to replat Lots 1 & 16 of Harrison Hills to be replatted as Lots 1 and 2 Harrison Hills Replat 7. This will consolidate Lot 16 into Lot 1 Harrison Hills and the division of Lot 1 Harrison Hills into two lots for the development of multi-family housing units. Staff recommends approval of the replat of Lots 1 and 16 Harrison Hills, being replatted at Lots 1 and 2 Harrison Hills Replat 7, contingent on the resolution of the issues mentioned in this staff report, as the request is consistent with the Comprehensive Plan and the Subdivision Regulations.

Caleb Snyder, the project engineer, spoke on behalf of the applicant. He said that they are seeking approval of a replat for Lots 1 and 2 for the Streck Housing project. He mentioned that they were here a little over a month ago seeking an amendment to the Future Land Use Map and Rezoning and this was the next step in the process He said that he was there to answer any questions the Commission may have.

ii. **Recommendation:** *Circo* moved, seconded by *Alexander* to recommend approval for the replat of Lots 1 and 16 as according to the staff report. ***Ayes: Wetuski, Krzywicki, Gahan, Dale, Circo, Alexander, Frey, Sargus, and Malmquist. Nays: None. Abstain: None. Absent: None. Motion Carried, (9-0).***

D. Planned Unit Development Site Plan – Lots 1 & 16 Harrison Hills – Streck, Inc.

i. **Staff Report – Christopher Solberg, AICP:** Solberg stated the applicant, Streck, Inc. is requesting an approval of a revised PUD Site Plan to allow for the construction and operation of a multi-family housing development on Lot 1 Harrison Hills Replat 7. The PUD Amendment request will allow for the development of an 84-unit multi-family housing development on roughly 3.03 acres. Staff recommends approval of the Planned Unit Development Site Plan Amendment for Lots 1 and 2 Harrison Hills Replat 7 with allowances for a reduction of the required garage stalls per unit and a reduction in the required site square footage per unit, contingent on the resolution of the issues mentioned in this staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

ii. **Public Hearing: Wetuski opened the Public Hearing.**

Dale mentioned that when this project was brought forward in December, they were told that these units were not going to be solely for Streck employees, although that is the primary goal. He asked with the parking spaces being reduced, if there was additional parking that could be used with the existing Streck building.

Snyder said that the reduction in parking is for covered parking and that they are above the required number for parking otherwise.

Zach Reinhardt, the project manager, spoke on behalf of the applicant. He said that if Streck employees needed to overflow into the parking lot they could, but it shouldn't be an issue.

Krzywicki brought up the recent heavy snow and that he's noticed that some of the parking lots around the City have snow sitting in the parking spaces, which reduces the number of spaces available and asked if the City has any requirements to remove snow from required parking spaces.

Solberg said not from private required parking spaces, but there may be something for spots in public ways. He said that one thing about this PUD is that it has shared

parking and both sites exceed their parking minimums, so there should be plenty of parking, even if a few spots are taken up by the snow mounds.

Krzywicki said that the reason he brought it up is because he has noticed that some businesses have cars parked on the street due to parking overflow from spots being taken up by the snow. He mentioned that if there is nothing in the ordinance, that businesses should be reminded that they must keep required parking spots clear.

Solberg said staff can look into it. He continued to state that any areas with public parking that don't have actual spaces available, causing people to park illegally, the police have been very diligent on chasing those down. This is done to make sure they are cleared for Public Works to be able to plow snow from those spaces along the street. Solberg went on to state that adjustments in regulations is something staff can look into to see how other areas in the Northern United States handle it.

Fountain said that most developments are probably overparked in terms of required parking and that if the City got complaints that we should be able to go to the development and remind them that they must meet the minimum required parking.

Solberg said that depending on funding, the City is hoping to do a complete zoning ordinance update in the next couple of years and would be able to address this further if it's an issue.

Wetuski closed the Public Hearing as no members of the public came forward.

iii. **Recommendation:** *Sargus* moved, seconded by *Gahan*, to recommend approval of the Planned Unit Development Site Plan Amendment for Lots 1 and 2 Harrison Hills Replat 7 with allowances for a reduction of the required garage stalls per unit and a reduction in the required site square footage per unit, contingent on the resolution of the issues mentioned in the staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance. ***Ayes: Wetuski, Krzywicki, Gahan, Dale, Circo, Alexander, Frey, Sargus, and Malmquist. Nays: None. Abstain: None. Absent: None. Motion Carried, (9-0).***

E. Conditional Use Permit – Portion of Lot 1 Harrison Hills – Streck, Inc.

i. **Staff Report – Christopher Solberg, AICP:** Solberg stated the applicant, Streck Inc., is requesting approval of a Conditional Use Permit to allow for the construction and operation of a multi-family housing development on the proposed Lot 1 Harrison Hills Replat 7. The CUP is to allow for the construction of a multi-family housing

development on the proposed Lot 1 Harrison Hills Replat 7 generally located South of the intersection of S. 117th St. and Emiline St. Staff recommends approval of the Conditional Use Permit for Lot 1 Harrison Hills Replat 7 contingent on the resolution of the issues mentioned in this staff report, as the request is consistent with the Comprehensive Plan and Zoning Ordinance.

ii. **Public Hearing: Wetuski opened the public hearing.**

Wetuski closed the public hearing as no members of the public came forward.

iii. **Recommendation:** *Malmquist* moved, seconded by *Gahan,* to recommend approval of the Conditional Use Permit for Lot 1 Harrison Hills Replat 7 contingent on the resolution of the issues mentioned in this staff report, as the request is consistent with the Comprehensive Plan and Zoning Ordinance. ***Ayes: Wetuski, Krzywicki, Gahan, Dale, Circo, Alexander, Frey, Sargus, and Malmquist. Nays: None. Abstain: None. Absent: None. Motion Carried, (9-0).***

F. **Final Plat – La Vista City Centre Replat 4 – La Vista City Centre, LLC**

i. **Staff Report – Christopher Solberg, AICP:** Solberg stated that the final Plat for La Vista City Centre Replat 4 was approved by City Council on March 3, 2020. However, due to development delays related to the current pandemic, the Final Plat was never signed and recorded with the Sarpy County Register of Deeds. As per Section 3.04.06 of the Subdivision Regulations, final plats that are not recorded within 90 days of approval by the City Council are null and void. As such the plat will need to go through the whole approval process to be reapproved. As no regulations have changed since the prior approval, staff recommends reapproval of the La Vista City Centre Replat 4 Final Plat, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, recording of redevelopment agreement amendment, subdivision agreement amendment, and applicable property conveyances.

ii. **Recommendation:** *Krzywicki* moved, seconded by *Frey* to recommend approval of the La Vista City Centre Replat 4 Final Plat, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, recording of redevelopment agreement amendment, subdivision agreement amendment, and applicable property conveyances. ***Ayes: Wetuski, Krzywicki, Gahan, Dale, Circo, Alexander, Frey, Sargus, and Malmquist. Nays: None. Abstain: None. Absent: None. Motion Carried, (9-0).***

5. **Comments from the Floor**

McCormick addressed the Commission again and discussed a traffic issue at Old Giles Road and S. 120th St. She said that the intersection bottlenecks due to traffic backup at the light at 120th and Giles. She asked if a traffic study could be done because the light doesn't seem to stay green long enough to let traffic through.

Dowse said that it's a situation they continue to monitor and are looking at ways that they can improve it.

6. **Comments from the Planning Commission**

   None.

7. **Comments from Staff**

   Fountain said that the 4Seams CUP was approved by the City Council. He said that staff also met with the applicant and the Fire Marshall and the building inspectors and that the issues have been resolved and will hopefully be opening soon.

   Solberg said that we do not have Planning Commission meetings planned for March 4th or 18th as there currently are no pending applications slated for those meetings. Staff will keep the Commission posted if anything changes. He also mentioned that NPZA will be holding a Spring workshop virtually on March 12th and to let him know if they are interested in attending.

8. **Adjournment**

   Wetuski adjourned the meeting at 7:14 p.m.

Reviewed by Planning Commission:

_____
Planning Commission Secretary

_____ _____
Planning Commission Chair Date

A-5

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the four months ending January 31, 2021
33% of the Fiscal Year 2021

	Total All Funds				
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
OPERATING REVENUES					
General Fund	$ 18,573,006	$ 1,302,424	$ 4,012,926	$ (14,560,080)	22%
Sewer Fund	4,469,263	354,212	1,478,895	(2,990,368)	33%
Debt Service Fund	3,401,489	305,196	991,933	(2,409,556)	29%
Capital Improvement Program Fund	387	-	-	(387)	0%
Lottery Fund	940,945	155,609	508,079	(432,866)	54%
Economic Development Fund	10,070	0	3	(10,067)	0%
Off Street Parking Fund	24,111	237	2,209	(21,902)	9%
Redevelopment Fund	2,038,587	209,359	755,997	(1,282,590)	37%
Police Academy	148,423	3	130,051	(18,372)	88%
TIF 1A	305,081	-	-	(305,081)	0%
TIF 1B	418,803	-	-	(418,803)	0%
Sewer Reserve Fund	17,747	364	1,952	(15,795)	11%
Qualified Sinking Fund	3,757	65	350	(3,407)	9%
Total Operating Revenues	30,351,669	2,327,469	7,882,396	(22,469,273)	26%
OPERATING EXPENDITURES					
General Fund	19,306,753	1,301,101	5,879,654	(13,427,099)	30%
Sewer Fund	4,034,908	56,962	680,310	(3,354,598)	17%
Debt Service Fund	3,334,779	23,209	2,321,723	(1,013,056)	70%
Capital Improvement Program Fund	-	-	-	-	0%
Lottery Fund	685,187	39,924	172,151	(513,036)	25%
Economic Development Fund	82,510	-	-	(82,510)	0%
Off Street Parking Fund	1,098,065	16,490	581,960	(516,105)	53%
Redevelopment Fund	1,807,575	308,700	315,376	(1,492,199)	17%
Police Academy	116,612	12,593	41,982	(74,630)	36%
TIF 1A	352,417	-	47,336	(305,081)	13%
TIF 1B	434,083	-	15,281	(418,802)	4%
Sewer Reserve Fund	-	-	-	-	0%
Qualified Sinking Fund	-	-	-	-	0%
Total Operating Expenditures	31,252,889	1,758,981	10,055,772	(21,197,117)	32%
OPERATING REVENUES NET OF EXPENDITURES					
General Fund	(733,747)	1,323	(1,866,728)	(1,132,981)	
Sewer Fund	434,355	297,249	798,585	364,230	
Debt Service Fund	66,710	281,986	(1,329,790)	(1,396,500)	
Capital Improvement Program Fund	387	-	-	(387)	
Lottery Fund	255,758	115,684	335,928	80,170	
Economic Development Fund	(72,440)	0	3	72,443	
Off Street Parking Fund	(1,073,954)	(16,253)	(579,751)	494,203	
Redevelopment Fund	231,012	(99,341)	440,621	209,609	
Police Academy	31,811	(12,591)	88,070	56,259	
TIF 1A	(47,336)	-	(47,336)	(0)	
TIF 1B	(15,280)	-	(15,281)	(1)	
Sewer Reserve Fund	17,747	364	1,952	(15,795)	
Qualified Sinking Fund	3,757	65	350	(3,407)	
Operating Revenues Net of Expenditures	(901,220)	568,488	(2,173,376)	(1,272,156)	
	-	-	-	-	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the four months ending January 31, 2021
33% of the Fiscal Year 2021

	Total All Funds				
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
OTHER FINANCING SOURCES & USES					
TRANSFERS IN					
General Fund	193,867	-	-	(193,867)	0%
Sewer Fund	350,000	-	-	(350,000)	0%
Debt Service Fund	577,831	-	-	(577,831)	0%
Capital Improvement Program Fund	484,445	-	-	(484,445)	0%
Lottery Fund	-	-	-	-	
Economic Development Fund	82,510	-	-	(82,510)	0%
Off Street Parking Fund	1,275,065	100,000	100,000	(1,175,065)	8%
Redevelopment Fund	-	-	-	-	
Police Academy	-	-	-	-	
TIF 1A	-	-	-	-	
TIF 1B	-	-	-	-	
Sewer Reserve Fund	-	-	-	-	
Qualified Sinking Fund	50,000	-	-	(50,000)	0%
Total Transfers In	3,013,718	100,000	100,000	(2,913,718)	3%
TRANSFERS OUT					
General Fund	(940,943)	(100,000)	(100,000)	840,943	11%
Sewer Fund	-	-	-	-	
Debt Service Fund	(1,182,985)	-	-	1,182,985	0%
Capital Improvement Program Fund	-	-	-	-	
Lottery Fund	(293,867)	-	-	293,867	0%
Economic Development Fund	-	-	-	-	
Off Street Parking Fund	-	-	-	-	
Redevelopment Fund	(245,923)	-	-	245,923	0%
Police Academy	-	-	-	-	
TIF 1A	-	-	-	-	
TIF 1B	-	-	-	-	
Sewer Reserve Fund	(350,000)	-	-	350,000	0%
Qualified Sinking Fund	-	-	-	-	
Total Transfers Out	(3,013,718)	(100,000)	(100,000)	2,913,718	3%
NET TRANSFERS					
General Fund	(747,076)	(100,000)	(100,000)	647,076	13%
Sewer Fund	350,000	-	-	(350,000)	0%
Debt Service Fund	(605,154)	-	-	605,154	0%
Capital Improvement Program Fund	484,445	-	-	(484,445)	0%
Lottery Fund	(293,867)	-	-	293,867	0%
Economic Development Fund	82,510	-	-	(82,510)	0%
Off Street Parking Fund	1,275,065	100,000	100,000	(1,175,065)	8%
Redevelopment Fund	(245,923)	-	-	245,923	0%
Police Academy	-	-	-	-	
TIF 1A	-	-	-	-	
TIF 1B	-	-	-	-	
Sewer Reserve Fund	(350,000)	-	-	350,000	0%
Qualified Sinking Fund	50,000	-	-	(50,000)	0%
Total Net Transfers	-	-	-	-	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the four months ending January 31, 2021
33% of the Fiscal Year 2021

	Total All Funds				
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
OTHER REVENUE: BOND PROCEEDS					
Sewer Fund	-	-	-	-	
Capital Improvement Program Fund	6,490,000	-	-	(6,490,000)	0%
Economic Development Fund	3,000,000	-	-	(3,000,000)	0%
Off Street Parking Fund	-	-	-	-	
Redevelopment Fund	9,615,000	-	-	(9,615,000)	0%
Total Bond Proceeds	19,105,000	-	-	(19,105,000)	0%
OTHER EXPENDITURES: CAPITAL IMPROVEMENT PROGRAM					
Sewer Fund	630,000	-	259	(629,741)	0%
Capital Improvement Program Fund	6,979,445	24,004	60,764	(6,918,681)	1%
Off Street Parking Fund	100,000	-	2,188	(97,812)	2%
Redevelopment Fund	4,181,000	14,738	44,557	(4,136,443)	1%
Total Capital Improvement Program	11,890,445	38,742	107,768	(11,782,677)	1%
OTHER EXPENDITURES: EDP GRANT					
Economic Development Fund	1,000,000	-	-	(1,000,000)	0%
NET FUND ACTIVITY					
General Fund	(1,480,823)	(98,677)	(1,966,728)	(485,905)	
Sewer Fund	154,355	- 297,249	- 798,326	643,971	
Debt Service Fund	(538,444)	281,986	(1,329,790)	(791,346)	
Capital Improvement Program Fund	(4,613)	(24,004)	(60,764)	(56,151)	
Lottery Fund	(38,109)	115,684	335,928	374,037	
Economic Development Fund	2,010,070	0	3	(2,010,067)	
Off Street Parking Fund	101,111	83,747	(481,939)	(583,050)	
Redevelopment Fund	5,419,089	(114,078)	396,063	(5,023,026)	
Police Academy	31,811	(12,591)	88,070	56,259	
TIF 1A	(47,336)	-	(47,336)	(0)	
TIF 1B	(15,280)	-	(15,281)	(1)	
Sewer Reserve Fund	(332,253)	364	1,952	334,205	
Qualified Sinking Fund	53,757	65	350	(53,407)	
Net Activity	$ 5,313,335	529,747	(2,281,144)	(7,594,479)	
	-	-	-	-	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the four months ending January 31, 2021
33% of the Fiscal Year 2021

	Total All Funds				
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
FUND BALANCE	As of 9/30/2021		As of 1/31/2021	Variance	Notes
General Fund	6,063,848		6,629,476	565,628	
Sewer Fund	1,064,689		1,963,943	899,254	
Debt Service Fund	2,546,407		2,108,914	(437,493)	
Capital Improvement Program Fund	36,922		(99,180)	(136,102)	
Lottery Fund	3,813,883		4,217,397	403,514	
Economic Development Fund	2,017,138		7,072	(2,010,066)	
Off Street Parking Fund	165,570		(466,795)	(632,365)	
Redevelopment Fund	8,831,835		4,189,678	(4,642,157)	
Police Academy	58,683		119,844	61,161	
TIF 1A	-		-	-	
TIF 1B	-		-	-	
Sewer Reserve Fund	1,623,681		1,959,211	335,530	
Qualified Sinking Fund	404,998		351,823	(53,175)	
Net Fund Balance	26,627,654	-	20,981,383	(5,646,271)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the four months ending January 31, 2021
33% of the Fiscal Year 2021

	General Fund				
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
Property Taxes	$ 9,393,170	$ 578,187	$ 831,839	$ (8,561,331)	9%
Sales and use taxes	3,887,077	414,934	1,498,211	(2,388,866)	39%
Payments in Lieu of taxes	356,710	-	-	(356,710)	0%
State revenue	1,739,301	180,273	741,481	(997,820)	43%
Occupation and franchise taxes	885,022	26,622	121,626	(763,396)	14%
Hotel Occupation Tax	363,215	-	116,237	(246,978)	32%
Licenses and permits	457,113	21,522	235,318	(221,795)	51%
Interest income	67,207	1,763	9,366	(57,841)	14%
Recreation fees	171,782	2,446	33,753	(138,029)	20%
Special Services	24,000	2,405	7,326	(16,674)	31%
Grant Income	165,736	2,062	73,182	(92,554)	44%
Other	1,062,673	72,210	344,586	(718,087)	32%
Total Revenues	18,573,006	1,302,424	4,012,926	(14,560,080)	22%
EXPENDITURES					
Administrative Services	582,929	38,639	186,117	(396,812)	32%
Mayor and Council	220,064	13,713	66,176	(153,888)	30%
Boards & Commissions	6,335	31	482	(5,853)	8%
Building Maintenance	635,049	34,296	166,589	(468,460)	26%
Administration	689,538	39,904	202,355	(487,183)	29%
Police and Animal Control	5,406,114	418,860	1,888,378	(3,517,736)	35%
Fire	2,412,062	192,149	767,577	(1,644,485)	32%
Community Development	675,426	49,436	202,819	(472,607)	30%
Public Works	4,157,840	253,088	1,115,978	(3,041,862)	27%
Recreation	860,732	52,574	226,453	(634,279)	26%
Library	948,460	58,459	279,381	(669,079)	29%
Information Technology	399,586	24,844	70,953	(328,633)	18%
Human Resources	1,001,387	60,814	256,871	(744,516)	26%
Public Transportation	111,198	6,015	28,768	(82,430)	26%
Finance	475,544	37,438	124,704	(350,840)	26%
Communication	216,020	8,635	42,885	(173,135)	20%
Capital outlay	508,469	12,206	253,168	(255,301)	50%
Total Expenditures	19,306,753	1,301,101	5,879,654	(13,427,099)	30%
REVENUES NET OF EXPENDITURES	(733,747)	1,323	(1,866,728)	(1,132,981)	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (Lottery)	193,867	-	-	(193,867)	0%
Operating transfers out (DSF, OSP, CIP)	(940,943)	(100,000)	(100,000)	840,943	11%
Total other Financing Sources (Uses)	(747,076)	(100,000)	(100,000)	647,076	
NET FUND ACTIVITY	$ (1,480,823)	$ (98,677)	$ (1,966,727.5)	$ (485,905)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS
For the four months ending January 31, 2021
33% of the Fiscal Year 2021

	Sewer Fund				
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
User fees	$ 4,336,482	$ 352,402	$ 1,459,639	$ (2,876,843)	34%
Service charge and hook-up fees	123,065	1,319	17,159	(105,906)	14%
Miscellaneous	19	2	17	(2)	
Total Revenues	4,459,566	353,723	1,476,815	(2,982,751)	33%
EXPENDITURES					
Personnel Services	549,189	41,347	182,404	(366,785)	33%
Commodities	35,356	730	4,826	(30,530)	14%
Contract Services	3,065,964	13,820	482,427	(2,583,537)	16%
Maintenance	39,084	1,005	5,201	(33,883)	13%
Other	230	60	98	(133)	42%
Storm Water Grant	55,085	-	5,355	(49,730)	10%
Capital Outlay	290,000	-	-	(290,000)	0%
Total Expenditures	4,034,908	56,962	680,310	(3,354,598)	17%
OPERATING INCOME (LOSS)	424,658	296,761	796,505	371,847	Note 1
NON-OPERATING REVENUE (EXPENSE)					
Interest income	9,697	489	2,080	(7,617)	21%
	9,697	489	2,080	(7,617)	21%
INCOME (LOSS) BEFORE OPERATING TRANSFERS	434,355	297,249	798,585	364,230	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (Lottery Events)	350,000	-	-	(350,000)	0%
Operating transfers out (CIP & Sewer Reserve)	-	-	-	-	0%
Bond/registered warrant proceeds				-	0%
Capital Improvement	(630,000)	-	(259)	629,741	0%
Total other Financing Sources (Uses)	(280,000)	-	(259)	279,741	0%
NET INCOME (LOSS)	$ 154,355	$ 297,249	$ 798,326	$ 643,971	

Note 1: Restatement of Operating Income Variance

Operating Income Variance	371,847
City of Omaha billing in arrears 2 months	(440,000)
Adjusted Operating Income Variance	(68,153)

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the four months ending January 31, 2021
33% of the Fiscal Year 2021

	Debt Service Fund				
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
Property Taxes	$ 891,190	$ 54,576	$ 70,068	$ (821,122)	8%
Sales and use taxes	1,943,539	207,467	749,106	(1,194,433)	39%
Payments in Lieu of taxes	35,279	-	-	(35,279)	0%
Other (Special Assessments; Fire Reimbursment)	503,714	41,976	167,904	(335,810)	33%
Interest income	27,767	1,176	4,856	(22,911)	17%
Total Revenues	3,401,489	305,196	991,933	(2,409,556)	29%
EXPENDITURES					
Administration	98,571	5,415	6,393	(92,178)	6%
Fire Contract Bond	122,906	17,794	71,176	(51,730)	58%
Debt service					
Principal	2,645,000	-	2,065,000	(580,000)	78%
Interest	468,302	-	179,154	(289,148)	38%
Total Expenditures	3,334,779	23,209	2,321,723	(1,013,056)	70%
REVENUES NET OF EXPENDITURES	66,710	281,986	(1,329,790)	(1,396,500)	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (GF Hwy Alloc)	577,831	-	-	(577,831)	0%
Operating transfers out (CIP, OSP)	(1,182,985)	-	-	1,182,985	0%
Total other Financing Sources (Uses)	(605,154)	-	-	605,154	
NET FUND ACTIVITY	$ (538,444)	$ 281,986	$ (1,329,790)	$ (791,346)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the four months ending January 31, 2021
33% of the Fiscal Year 2021

	Capital Fund				
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
Interest income	$ 387	$ -	$ -	$ (387)	0%
Grant Income	-	-	-	-	0%
Special Assessment	-	-	-	-	0%
Interagency	-	-	-	-	0%
Total Revenues	387	-	-	(387)	0%
EXPENDITURES					
Other	-	-	-	-	0%
Total Expenditures	-	-	-	-	0%
REVENUES NET OF EXPENDITURES	387	-	-	(387)	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (GF, DSF)	484,445	-	-	(484,445)	0%
Operating transfers out (DSF)	-	-	-	-	0%
Bond/registered warrant proceeds	6,490,000	-	-	(6,490,000)	0%
Capital outlay	(6,979,445)	(24,004)	(60,764)	6,918,681	1%
Total other Financing Sources (Uses)	(5,000)	(24,004)	(60,764)	(55,764)	1215%
NET FUND ACTIVITY	$ (4,613)	$ (24,004)	$ (60,764)	$ (56,151)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the four months ending January 31, 2021
33% of the Fiscal Year 2021

	Lottery Fund				
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
Lottery Rev/Community Betterment	$ 645,147	$ 128,055	$ 395,324	$ (249,823)	61%
Lottery Tax Form 51	258,067	26,064	107,755	(150,312)	42%
Interest income	37,731	1,489	4,400	(33,331)	12%
Miscellaneous / Other	-	-	600	600	0%
Total Revenues	940,945	155,609	508,079	(432,866)	54%
EXPENDITURES					
Professional Services	174,735	11,800	20,785	(153,950)	12%
Salute to Summer	150,127	-	176	(149,951)	0%
Community Events	29,840	2,034	20,749	(9,091)	70%
Events - Marketing	60,000	27	22,687	(37,313)	38%
Recreation Events	1,518	-	-	(1,518)	0%
Concert & Movie Nights	10,900	-	-	(10,900)	0%
State Taxes	258,067	26,064	107,755	(150,312)	42%
Total Expenditures	685,187	39,924	172,151	(513,036)	25%
REVENUES NET OF EXPENDITURES	255,758	115,684	335,928	80,170	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	-	-	-	-	
Operating transfers out (GF, SF, DSF)	(293,867)	-	-	293,867	0%
Total other Financing Sources (Uses)	(293,867)	-	-	293,867	0%
NET FUND ACTIVITY	$ (38,109)	$ 115,684	$ 335,928	$ 374,037	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the four months ending January 31, 2021
33% of the Fiscal Year 2021

	Economic Development				
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
Other Income	$ -	$ -	$ -	$ -	
Interest income	10,070	0	3	(10,067)	
Total Revenues	10,070	0	3	(10,067)	
EXPENDITURES					
Professional Services	34,500	-	-	(34,500)	0%
Debt service: (Warrants)					0%
Principal	-	-	-	-	0%
Interest	48,010	-	-	(48,010)	0%
Total Expenditures	82,510	-	-	(82,510)	0%
REVENUES NET OF EXPENDITURES	(72,440)	0	3	72,443	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (GF, DSF)	82,510	-	-	(82,510)	0%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds	3,000,000	-	-	(3,000,000)	0%
Community Development - Grant	(1,000,000)	-	-	1,000,000	0%
Total other Financing Sources (Uses)	2,082,510	-	-	(2,082,510)	0%
NET FUND ACTIVITY	$ 2,010,070	$ 0	$ 3	$ (2,010,067)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the four months ending January 31, 2021
33% of the Fiscal Year 2021

	Off Street Parking				
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
Interest income	$ 1,111	$ 2	$ 12	$ (1,099)	1%
Other Income	23,000	235	2,197	(20,803)	10%
Total Revenues	24,111	237	2,209	(21,902)	9%
EXPENDITURES					
General & Administrative	160,326	12,908	46,230	(114,096)	29%
Professional Services	780	-	125	(655)	16%
Maintenance	32,276	3,582	8,960	(23,316)	28%
Commodities	11,000	-	-	(11,000)	0%
Debt service: (Warrants)					
Principal	695,000	-	500,000	(195,000)	72%
Interest	198,683	-	26,645	(172,038)	13%
Total Expenditures	1,098,065	16,490	581,960	(516,105)	53%
REVENUES NET OF EXPENDITURES	(1,073,954)	(16,253)	(579,751)	494,203	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (GF, DSF, RDF)	1,275,065	100,000	100,000	(1,175,065)	8%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds	-	-	-	-	0%
Capital Improvement	(100,000)	-	(2,188)	97,812	2%
Total other Financing Sources (Uses)	1,175,065	100,000	97,812	(1,077,253)	8%
NET FUND ACTIVITY	$ 101,111	$ 83,747	$ (481,939)	$ (583,050)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the four months ending January 31, 2021
33% of the Fiscal Year 2021

	Redevelopment Fund				
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
Sales and use taxes	$ 1,943,539	$ 207,467	$ 749,106	$ (1,194,433)	39%
Franchise Fee & Occupation Tax	34,657	-	-	(34,657)	0%
Interest income	60,391	1,892	6,892	(53,499)	11%
Total Revenues	2,038,587	209,359	755,997	(1,282,590)	37%
EXPENDITURES					
Professional Services	99,700	-	514	(99,186)	1%
Financial / Legal Fees	196,750	250	6,413	(190,337)	3%
Debt service: (Warrants)				-	0%
Principal	750,000	-	-	(750,000)	0%
Interest	761,125	308,450	308,450	(452,675)	41%
Total Expenditures	1,807,575	308,700	315,376	(1,492,199)	17%
REVENUES NET OF EXPENDITURES	231,012	(99,341)	440,621	209,609	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	-	-	-	-	0%
Operating transfers out (OSP)	(245,923)	-	-	245,923	0%
Bond/registered warrant proceeds	9,615,000	-	-	(9,615,000)	0%
Capital Improvement	(4,181,000)	(14,738)	(44,557)	4,136,443	1%
Total other Financing Sources (Uses)	5,188,077	(14,738)	(44,557)	(5,232,634)	
NET FUND ACTIVITY	$ 5,419,089	$ (114,078)	$ 396,063	$ (5,023,026)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the four months ending January 31, 2021
33% of the Fiscal Year 2021

	Police Academy Fund				
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of budget Used
REVENUES					
Other Income	$ 148,000	$ -	$ 130,000	$ (18,000)	88%
Interest income	423	3	51	(372)	12%
Total Revenues	148,423	3	130,051	(18,372)	88%
EXPENDITURES					
Personnel Services	97,692	7,428	32,299	(65,393)	33%
Commodities	2,150	141	1,439	(711)	67%
Contract Services	11,970	583	2,493	(9,477)	21%
Other Charges	4,800	4,441	5,750	950	120%
Total Expenditures	116,612	12,593	41,982	(74,630)	36%
REVENUES NET OF EXPENDITURES	31,811	(12,591)	88,070	56,259	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (GF)	-	-	-	-	0%
Operating transfers out	-	-	-	-	0%
Total other Financing Sources (Uses)	-	-	-	-	
NET FUND ACTIVITY	$ 31,811	$ (12,591)	$ 88,070	$ 56,259	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the four months ending January 31, 2021
33% of the Fiscal Year 2021

	TIF 1A				
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
Property Tax	$ 305,081	$ -	$ -	$ (305,081)	0%
Total Revenues	305,081	-	-	(305,081)	0%
EXPENDITURES					
TIF Distributed Funds	349,366	-	47,336	(302,030)	14%
Contract Services	3,051	-	-	(3,051)	0%
Total Expenditures	352,417	-	47,336	(305,081)	
REVENUES NET OF EXPENDITURES	(47,336)	-	(47,336)	(0)	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	-	-	-	-	0%
Operating transfers out	-	-	-	-	0%
Total other Financing Sources (Uses)	-	-	-	-	
NET FUND ACTIVITY	$ (47,336)	$ -	$ (47,336)	$ (0)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the four months ending January 31, 2021
33% of the Fiscal Year 2021

	TIF 1B				
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
Property Tax	$ 418,803	$ -	$ -	$ (418,803)	0%
Total Revenues	418,803	-	-	(418,803)	0%
EXPENDITURES					
TIF Distributed Funds	429,895	-	15,281	(414,614)	4%
Contract Services	4,188	-	-	(4,188)	0%
Total Expenditures	434,083	-	15,281	(418,802)	
REVENUES NET OF EXPENDITURES	(15,280)	-	(15,281)	(1)	
OTHER FINANCING SOURCES (USES)					
Operating transfers in				-	0%
Operating transfers out	-	-	-	-	0%
Total other Financing Sources (Uses)	-	-	-	-	
NET FUND ACTIVITY	$ (15,280)	$ -	$ (15,281)	$ (1)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the four months ending January 31, 2021
33% of the Fiscal Year 2021

	Sewer Reserve Fund				
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
Interest income	$ 17,747	$ 364	$ 1,952	$ (15,795)	11%
Total Revenues	17,747	364	1,952	(15,795)	11%
EXPENDITURES					
Other	-	-	-	-	0%
Total Expenditures	-	-	-	-	
REVENUES NET OF EXPENDITURES	17,747	364	1,952	(15,795)	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	-	-	-	-	0%
Operating transfers out	(350,000)	-	-	350,000	0%
Total other Financing Sources (Uses)	(350,000)	-	-	350,000	
NET FUND ACTIVITY	$ (332,253)	$ 364	$ 1,952	$ 334,205	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the four months ending January 31, 2021
33% of the Fiscal Year 2021

	Qualified Sinking Fund				
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
Interest income	$ 3,757	$ 65	$ 350	$ (3,407)	9%
Total Revenues	3,757	65	350	(3,407)	9%
EXPENDITURES					
Other	-	-	-	-	0%
Total Expenditures	-	-	-	-	
REVENUES NET OF EXPENDITURES	3,757	65	350	(3,407)	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	50,000	-	-	(50,000)	0%
Operating transfers out	-	-	-	-	0%
Total other Financing Sources (Uses)	50,000	-	-	(50,000)	
NET FUND ACTIVITY	$ 53,757	$ 65	$ 350	$ (53,407)	

A-6

benesch

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

January 5, 2021
Project No: 00120661.00
Invoice No: 173266

96th & 108th St Pavement Rehabilitation

Professional Services from October 26, 2020 to December 20, 2020

Task 00002 Survey

Professional Personnel

		Hours	Rate	Amount	
E5 Eng Tech II, Insp II, Env Tech II					
Stastny, Ryan		3.50	85.00	297.50	
	Totals	3.50		297.50	
	Total Labor				**297.50**

Unit Billing

12/16/2020	2018 Chevy Colorado-VCD953 22JG6H	63.0 Miles @ 0.575	36.23	
	Total Units		**36.23**	**36.23**
		Total this Task		**$333.73**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	333.73	105,393.07	105,726.80
Limit			116,995.00
Remaining			11,268.20

Total this Invoice **$333.73**

CHECK #41
PAID 3/8/21
PO# 21-000952

Consent Agenda 03/16/2021
(KC)

A-7

benesch

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

February 17, 2021
Project No: 00120661.00
Invoice No: 176492

96th & 108th St Pavement Rehabilitation
M-376 (390) & M-376 (391)

Professional Services from January 18, 2021 to February 14, 2021

Task 00001 Project Management

Professional Personnel

	Hours	Rate	Amount	
E3a Construction Representative III				
Barahona, Alejandro	4.00	103.00	412.00	
Totals	4.00		412.00	
Total Labor				**412.00**
			Total this Task	**$412.00**

Task 00004 Final Design

Professional Personnel

	Hours	Rate	Amount	
E3a Construction Representative III				
Barahona, Alejandro	27.50	103.00	2,832.50	
Totals	27.50		2,832.50	
Total Labor				**2,832.50**
			Total this Task	**$2,832.50**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	3,244.50	105,726.80	108,971.30	
Limit			490,811.50	
Remaining			381,840.20	
			Total this Invoice	**$3,244.50**

Outstanding Invoices

Number	Date	Balance
173266	1/5/2021	333.73
Total		**333.73**

OK TO PAY
PMD 3/16/21
PO# 21-00695

Consent Agenda 03/16/2021

R. Ramirez
3/2/21

A-8

Design Workshop, Inc.
Landscape Architecture
Planning
Urban Design

February 2, 2021
Invoice No: 0066379

Current Invoice Total	$6,295.00

PO# 21-009295

Rita Ramirez
City of LaVista
8116 Parkview Blvd.
LaVista, NE 68128

Project 006515.00 La Vista Wayfinding

Professional Services from January 1, 2021 to January 31, 2021

Task 001 Project Kick-off and Project Management
Fee

Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing	
3,500.00	71.4286	2,500.00	0.00	2,500.00	
	Total Fee				**2,500.00**
			Total this Task		**$2,500.00**

Task 002 Project Context
Fee

Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing	
15,000.00	25.30	3,795.00	0.00	3,795.00	
	Total Fee				**3,795.00**
			Total this Task		**$3,795.00**

Task 003 Signage and Wayfinding Framework
Fee

Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing	
30,000.00	0.00	0.00	0.00	0.00	
	Total Fee				**0.00**
			Total this Task		**0.00**

Task 004 Signage and Wayfinding Plan
Fee

Consent Agenda 03/16/2021
RR

Project	006515.00	La Vista Wayfinding				Invoice	0066379
		Fee	**Percent Complete**	**Earned to Date**	**Previous Fee Billing**	**Current Fee Billing**	
		5,500.00	0.00	0.00	0.00	0.00	
			Total Fee				**0.00**
					Total this Task		**0.00**

Task	099	Reimbursable Expenses					
Fee							
		Fee	**Percent Complete**	**Earned to Date**	**Previous Fee Billing**	**Current Fee Billing**	
		2,500.00	0.00	0.00	0.00	0.00	
			Total Fee				**0.00**
					Total this Task		**0.00**
					Total this Invoice		**$6,295.00**

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

R. Ramirez
3/2/21

A-9

Design Workshop, Inc.
Landscape Architecture
Planning
Urban Design

March 1, 2021
Invoice No: 0066600

Current Invoice Total	$5,665.00

PO# 21-009295

Rita Ramirez
City of LaVista
8116 Parkview Blvd.
LaVista, NE 68128

Project 006515.00 La Vista Wayfinding

Professional Services from February 1, 2021 to February 28, 2021

Task 001 Project Kick-off and Project Management

Fee

Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing	
3,500.00	82.5714	2,890.00	2,500.00	390.00	
	Total Fee				**390.00**
			Total this Task		**$390.00**

Task 002 Project Context

Fee

Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing	
15,000.00	48.6333	7,295.00	3,795.00	3,500.00	
	Total Fee				**3,500.00**
			Total this Task		**$3,500.00**

Task 003 Signage and Wayfinding Framework

Fee

Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing	
30,000.00	5.9167	1,775.00	0.00	1,775.00	
	Total Fee				**1,775.00**
			Total this Task		**$1,775.00**

Task 004 Signage and Wayfinding Plan

Fee

Consent Agenda 03/16/2021
KD

Project	006515.00	La Vista Wayfinding				Invoice	0066600
		Fee	**Percent Complete**	**Earned to Date**	**Previous Fee Billing**	**Current Fee Billing**	
		5,500.00	0.00	0.00	0.00	0.00	
			Total Fee				**0.00**
					Total this Task		**0.00**

Task	099	Reimbursable Expenses					
Fee							
		Fee	**Percent Complete**	**Earned to Date**	**Previous Fee Billing**	**Current Fee Billing**	
		2,500.00	0.00	0.00	0.00	0.00	
			Total Fee				**0.00**
					Total this Task		**0.00**
					Total this Invoice		**$5,665.00**

Outstanding Invoices

Number	**Date**	**Balance**
0066379	2/2/2021	6,295.00
Total		**6,295.00**

Total Now Due **$11,960.00**

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

DESIGNWORKSHOP

Aspen • Austin • Chicago • Denver • Houston • Lake Tahoe • Los Angeles • Shanghai

1390 Lawrence Street, Suite 100, Denver, Colorado 80204 • 303.623.5186 • 303.623.2260 (fax)

A-10

FELSBURG HOLT & ULLEVIG
connecting & enhancing communities

Please Remit to:
Dept 1539, PO Box 30106
Salt Lake City, UT 84130-0106
phone: 303.721.1440
email: accounting@fhueng.com

Please note our new remittance address

INVOICE

Mr. Patrick Dowse, PE
City Engineer
City of La Vista
8116 Park View Blvd
La Vista, NE 68128

February 22, 2021
Project No: 115453-16
Invoice No: 29497

Project 115453-16 114th and Giles Intersection Improvements

Professional Services for the Period: January 1, 2021 to January 31, 2021

Professional Personnel

	Hours	Rate	Amount	
Principal I				
Meisinger, Mark	1.25	220.00	275.00	
Engineer V				
Denney, Adam	8.50	175.00	1,487.50	
Engineer II				
Adams, Timothy	.50	115.00	57.50	
Sr Designer				
Moffatt, Brian	6.00	160.00	960.00	
Intern I				
Weiss, Peyton	5.00	55.00	275.00	
Labor	21.25		3,055.00	
Total Labor				**3,055.00**

Reimbursable Expenses

Mileage			56.00	
Traffic Counts			369.93	
Total Reimbursables		**1.1 times**	**425.93**	**468.52**

Contract Limits	**Current**	**Prior**	**To-Date**	
Total Billings	3,523.52	1,828.75	5,352.27	
Contract Maximum			11,900.00	
Remaining Contract			6,547.73	
		TOTAL AMOUNT DUE		**$3,523.52**

Billed-To-Date Summary

	Current	Prior	Total
Labor	3,055.00	1,828.75	4,883.75
Expense	468.52	0.00	468.52
Totals	**3,523.52**	**1,828.75**	**5,352.27**

OK to Pay
PMD 3/4/21
05.71.0917 - STAT 21003

Project Manager Adam Denney

Consent Agenda 03/16/2021
(KD)

A-11

hunden strategic partners

Invoice

Date: March 4, 2021

Invoice #: 11422

To: Brenda Gunn
City of La Vista

PLEASE NOTE UPDATED ADDRESS DURING COVID

	Job	Payment Terms	Due Date
	Sports Complex Study	Due upon receipt	

Qty	Description	Unit Price	Line Total
1.00	Sports Complex Study Invoice 2 of 3	$ 10,000.00	$ 10,000.00
		-	$ -
		-	-

Subtotal	$ 10,000.00
Sales Tax	
Total	$ 10,000.00

Make all checks payable to Hunden Strategic Partners

15185 Hawthorne Lane Lakeside, MI 49116

Consent Agenda 03/16/2021 (KL)

OK BLS 3-16-21 Consent 8-81-0303

A-12

INVOICE

engineering & surveying

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

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

TD2 South Dakota Office
5000 S. Minnesota Ave., Ste. 300; Sioux Falls, SD 57108
Office: 605/951-0886

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

Invoice number 142136
Date 02/10/2021

Project 0171-400 CITY OF LA VISTA - MISCELLANEOUS SERVICES 2012-CURRENT, CIVIL

Professional Services from December 28, 2020 through January 31, 2021

Description		Current Billed
Civil Engineering Services		675.00
On-call - PW: SID Drainage Improvement - Next Steps	*487.50*	
On-call - PW: City Centre Lot 14 Retaining Wall Review	*37.50*	
On-call - CD: Attend Virtual CD Staff Meeting	*150.00*	
Construction Materials Testing and Special Inspections		0.00
	Total	675.00

Invoice total 675.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
141724	01/20/2021	1,050.00	1,050.00				
142136	02/10/2021	675.00	675.00				
	Total	1,725.00	1,725.00	0.00	0.00	0.00	0.00

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

OHPA-1
1.19.0303.000

Consent Agenda 03/16/2021

A-13

Check #	Check Date	Vendor Name	Amount	Voided
134238	03/04/2021	BISHOP BUSINESS EQUIPMENT	3,697.22	N
134239	03/04/2021	CHASE AUTO REPAIR	2,000.00	N
134240	03/04/2021	CITY OF OMAHA	151,620.00	N
134241	03/04/2021	HY-VEE INC	97.00	N
134242	03/04/2021	OFFICE DEPOT INC	92.68	N
134243	03/04/2021	OMAHA DOOR & WINDOW CO INC	1,910.11	N
134244	03/04/2021	PROJECT LIFESAVER INC	115.39	N
134245	03/04/2021	RDG PLANNING & DESIGN	17,762.76	N
134246	03/04/2021	UNITE PRIVATE NETWORKS LLC	13,200.00	N
134247	03/04/2021	UNITED STATES POSTAL SERVICE	1,367.97	N
134248	03/16/2021	ACTION BATTERIES UNLTD INC	126.15	N
134249	03/16/2021	AED ZONE	169.00	N
134250	03/16/2021	AMAZON CAPITAL SERVICES, INC.	2,045.85	N
134251	03/16/2021	APWA-AMER PUBLIC WORKS ASSN	215.00	N
134252	03/16/2021	BAUER BUILT INC	391.24	N
134253	03/16/2021	BEACON ATHLETICS LLC	986.40	N
134254	03/16/2021	BIBLIOTHECA LLC	6.22	N
134255	03/16/2021	BISHOP BUSINESS EQUIPMENT COMPA	146.66	N
134256	03/16/2021	BLIZZARD BOYS	463.00	N
134257	03/16/2021	BRODART COMPANY	286.74	N
134258	03/16/2021	CINTAS CORPORATION NO. 2	195.81	N
134259	03/16/2021	CITY OF OMAHA	205,267.52	N
134260	03/16/2021	CONTROL MASTERS INCORPORATED	2,233.33	N
134261	03/16/2021	CORNHUSKER INTL TRUCKS INC	50.27	N
134262	03/16/2021	COX COMMUNICATIONS INC	50.00	N
134263	03/16/2021	COX COMMUNICATIONS, INC.	280.55	N
134264	03/16/2021	CULLIGAN OF OMAHA	40.50	N
134265	03/16/2021	DATASHIELD CORPORATION	80.00	N
134266	03/16/2021	DHHS REG/LIC-POOL PERMIT	40.00	N
134267	03/16/2021	DIAMOND VOGEL PAINTS	197.95	N
134268	03/16/2021	EBSCO INFORMATION SERVICES	1,690.00	N
134269	03/16/2021	FASTENAL COMPANY	42.38	N
134270	03/16/2021	FBG SERVICE CORPORATION	5,965.00	N
134271	03/16/2021	FERGUSON ENTERPRISES INC #226	37.87	N
134272	03/16/2021	FILTER CARE OF NEBRASKA	166.70	N
134273	03/16/2021	GENERAL FIRE & SAFETY EQUIP CO	843.05	N
134274	03/16/2021	GENUINE PARTS COMPANY-OMAHA	774.18	N
134275	03/16/2021	GRAYBAR ELECTRIC COMPANY INC	207.52	N
134276	03/16/2021	GREG MAMULA	432.60	N
134277	03/16/2021	HEARTLAND BUSINESS SYSTEMS, LLC	12,801.48	N
134278	03/16/2021	HEARTLAND TIRES AND TREADS	712.35	N
134279	03/16/2021	HOBBY LOBBY STORES INC	125.49	N
134280	03/16/2021	HOME DEPOT CREDIT SERVICES	327.95	N
134281	03/16/2021	INGRAM LIBRARY SERVICES	2,110.12	N
134282	03/16/2021	JAXSON CORBIT	40.00	N
134283	03/16/2021	JOHNSON CONTROLS FIRE PROTECTIO	1,645.00	N
134284	03/16/2021	KEVIN KUSH PUBLIC SPEAKING INC	136.50	N
134285	03/16/2021	KRIHA FLUID POWER CO INC	544.84	N
134286	03/16/2021	LARSEN SUPPLY COMPANY	759.25	N
134287	03/16/2021	LOWE'S CREDIT SERVICES	3,988.11	N
134288	03/16/2021	MALLOY ELECTRIC	175.39	N
134289	03/16/2021	MARK A KLINKER	600.00	N
134290	03/16/2021	MENARDS-RALSTON	1,301.88	N
134291	03/16/2021	MIDWEST TAPE	51.43	N
134292	03/16/2021	MSC INDUSTRIAL SUPPLY CO	497.68	N
134293	03/16/2021	MUNICIPAL PIPE TOOL CO LLC	753.01	N
134294	03/16/2021	MURPHY TRACTOR & EQUIPMENT CO I	506.26	N
134295	03/16/2021	NATIONAL ENTERTAINMENT TECH INC	3,220.00	N
134296	03/16/2021	NEBRASKA CLERKS INSTITUTE & ACAD	443.00	N
134297	03/16/2021	NEWMAN SIGNS INC	2,001.41	N

Check #	Check Date	Vendor Name	Amount	Voided
134298	03/16/2021	NMC EXCHANGE LLC	1,126.68	N
134299	03/16/2021	NORTH AMERICAN RESCUE	192.96	N
134300	03/16/2021	O'REILLY AUTO PARTS	679.06	N
134301	03/16/2021	OCLC INC	161.21	N
134302	03/16/2021	OFFICE DEPOT INC	818.48	N
134303	03/16/2021	OMAHA WORLD-HERALD	880.16	N
134304	03/16/2021	OMNI ENGINEERING	2,677.05	N
134305	03/16/2021	ONE CALL CONCEPTS INC	89.56	N
134306	03/16/2021	PAPILLION SANITATION	1,269.32	N
134307	03/16/2021	PER MAR SECURITY SERVICES	853.20	N
134308	03/16/2021	POSITIVE CONCEPTS/ATPI	416.60	N
134309	03/16/2021	PROJECT LIFESAVER INC	72.99	N
134310	03/16/2021	PUBLIC AGENCY TRAINING COUNCIL	525.00	N
134311	03/16/2021	REACH SPORTS MARKETING GROUP, I	1,782.00	N
134312	03/16/2021	RED WING BUSINESS ADVANTAGE ACC	150.00	N
134313	03/16/2021	SARPY COUNTY COURTHOUSE	12,941.88	N
134314	03/16/2021	SARPY COUNTY TREASURER	12,523.65	N
134315	03/16/2021	SHI INTERNATIONAL CORP.	12,678.96	N
134316	03/16/2021	SIRCHIE ACQUISITION COMPANY, LLC	61.60	N
134317	03/16/2021	SOUTHERN UNIFORM & EQUIPMENT	268.00	N
134318	03/16/2021	STAPLES, INC.	67.98	N
134319	03/16/2021	SUBURBAN NEWSPAPERS INC	8,133.89	N
134320	03/16/2021	TED'S MOWER SALES & SERVICE INC	463.86	N
134321	03/16/2021	THE SCHEMMER ASSOCIATES INC	1,116.25	N
134322	03/16/2021	TRACTOR SUPPLY CREDIT PLAN	6.37	N
134323	03/16/2021	TRANS UNION RISK AND ALT. DATA S	75.00	N
134324	03/16/2021	TRUCK CENTER COMPANIES	2,149.99	N
134325	03/16/2021	U.S. CELLULAR	1,821.21	N
134326	03/16/2021	UNITED PARCEL SERVICE	13.11	N
134327	03/16/2021	WESTLAKE HARDWARE INC NE-022	1,011.54	N
134328	03/16/2021	WOODHOUSE FORD-BLAIR	53.01	N
		TOTAL:	513,116.34	

APPROVED BY COUNCIL MEMBERS ON: 03/16/2021

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ACCOUNTS PAYABLE CHECK REGISTER

Check #	Check Date	Vendor Name	Amount	Voided
1286(E)	01/25/2021	FIRST BANKCARD	7,510.09	N
1290(E)	01/31/2021	ABM INDUSTRIES, INC	7,502.14	N
1291(E)	01/31/2021	BLACK HILLS ENERGY	6,039.59	N
1292(E)	01/31/2021	BOK FINANCIAL	308,700.00	N
1293(E)	01/31/2021	CCAP AUTO LEASE LTD	449.00	N
1294(E)	01/31/2021	CCAP AUTO LEASE LTD	391.12	N
1295(E)	01/31/2021	CENTURY LINK	960.10	N
1296(E)	01/31/2021	CENTURY LINK BUSN SVCS	106.88	N
1297(E)	01/31/2021	COSTCO CITIBANK VISA	808.52	N
1298(E)	01/31/2021	ESSENTIAL SCREENS	76.00	N
1299(E)	01/31/2021	METROPOLITAN UTILITIES DISTRICT	3,038.21	N
1300(E)	01/31/2021	NE DEPT OF REVENUE-SALES TAX	70.93	N
1301(E)	01/31/2021	OMAHA PUBLIC POWER DISTRICT	59,121.54	N
1302(E)	01/31/2021	TSYS	161.22	N
1303(E)	01/31/2021	AMERICAN HERITAGE LIFE INSURANCE	1,306.45	N
1304(E)	01/31/2021	DEARBORN NATIONAL LIFE INSURANC	1,209.00	N
1305(E)	01/31/2021	DEARBORN NATIONAL LIFE INSURANC	6,193.87	N
1306(E)	01/31/2021	LINCOLN NATIONAL LIFE INS CO	6,472.14	N
1307(E)	01/31/2021	MEDICA INSURANCE COMPANY	112,058.57	N
1308(E)	01/31/2021	MID-AMERICAN BENEFITS INC	712.00	N
1309(E)	01/31/2021	MID-AMERICAN BENEFITS INC	8,034.33	N
1310(E)	01/31/2021	UNITED HEALTHCARE INSURANCE CO	1,045.21	N
		TOTAL:	531,966.91	

APPROVED BY COUNCIL MEMBERS ON: 03/16/2021

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ACCOUNTS PAYABLE CHECK REGISTER

Check #	Check Date	Vendor Name	Amount	Voided
1311(E)	02/23/2021	FIRST BANKCARD	11,664.85	N
1316(E)	02/28/2021	METROPOLITAN UTILITIES DISTRICT	2,704.54	N
1317(E)	02/28/2021	OMAHA PUBLIC POWER DISTRICT	47,179.45	N
1318(E)	02/28/2021	3C PAYMENT USA CORPORATION	200.00	N
1319(E)	02/28/2021	ABM INDUSTRIES, INC	12,042.69	N
1320(E)	02/28/2021	AMERICAN HERITAGE LIFE INSURANCE	1,226.73	N
1321(E)	02/28/2021	BLACK HILLS ENERGY	6,776.42	N
1322(E)	02/28/2021	CCAP AUTO LEASE LTD	449.00	N
1323(E)	02/28/2021	CCAP AUTO LEASE LTD	391.12	N
1324(E)	02/28/2021	CENTURY LINK	827.13	N
1325(E)	02/28/2021	CENTURY LINK BUSN SVCS	74.70	N
1326(E)	02/28/2021	DEARBORN NATIONAL LIFE INSURANC	1,147.00	N
1327(E)	02/28/2021	DEARBORN NATIONAL LIFE INSURANC	6,439.83	N
1328(E)	02/28/2021	LINCOLN NATIONAL LIFE INS CO	6,732.60	N
1329(E)	02/28/2021	MEDICA INSURANCE COMPANY	114,947.21	N
1330(E)	02/28/2021	MID-AMERICAN BENEFITS INC	663.00	N
1331(E)	02/28/2021	MID-AMERICAN BENEFITS INC	8,034.33	N
1332(E)	02/28/2021	NE DEPT OF REVENUE-LOTT/51	78,381.00	N
1333(E)	02/28/2021	NE DEPT OF REVENUE-SALES TAX	16.01	N
1334(E)	02/28/2021	TSYS	174.99	N
1335(E)	02/28/2021	UNITED HEALTHCARE INSURANCE CO	1,078.18	N
		TOTAL:	301,150.78	

APPROVED BY COUNCIL MEMBERS ON: 03/16/2021

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ITEM B

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 16, 2021 AGENDA

Subject:	Type:	Submitted By:
PLANNED UNIT DEVELOPMENT ZONING OVERLAY AND SITE PLAN – LOTS 2 AND 3	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and ordinance prepared to consider an application for rezoning to add a Planned Unit Development (PUD) Overlay and to consider a PUD Site Plan for to Lots 2 and 3 of Gary and Debbie Pink No. 3 to allow for the efficient development of these lots. Lots 2 and 3 of Gary and Debbie Pink No. 3 are generally located southwest of the intersection of Giles Road and West Giles Road.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled and ordinance prepared to consider an application for rezoning to add a Planned Unit Development (PUD) Overlay and to consider a PUD Site Plan for to Lots 2 and 3 of Gary and Debbie Pink No. 3 to allow for the efficient development of these lots.

The applicant has requested an allowance for reduced setbacks of 20 feet from the back of curb on the west side of Lot 3 and 15 feet from the back of curb on the south side of Lot 3 due to exceptional narrowness of the property. A July 10, 2017 decision by the Board of Adjustment allowed for reduced setbacks for the development of Lot 2 due to these circumstances.

The proposed PUD Site Plan allows for the sidewalks in the development to be moved to the back of curb due to issues with topography, utilities, and the narrowness of the lots.

With the approval of the PUD Site Plan, developments on both lots will be able to share parking.

The Planning Commission held a public hearing on February 18, 2021, and unanimously recommended approval of the PUD Zoning Overlay and the PUD Site Plan with the aforementioned allowances as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, AMMENDING THE ZONING DISTRICT MAP OF THE CITY OF LA VISTA, NEBRASKA; ESTABLISHING STANDARDS AND CONDITIONS FOR DEVELOPMENT UNDER THE FINAL PLANNED UNIT DEVELOPMENT PLAN; TO PROVIDE FOR SEVERABILITY; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. The Planned Unit Development plan for Lots 2 and 3 Gary and Debbie Pink No. 3 (the "Lots 2 and 3 Gary and Debbie Pink No. 3 PUD") is hereby adopted for the following described real estate, to wit:

LEGAL DESCRIPTION

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

Section 2. The Lots 2 and 3 Gary and Debbie Pink No. 3 PUD is hereby adopted to provide for the development of a planned professional or medical office buildings. The regulations contained in this Ordinance will facilitate development in a planned, orderly fashion so as to protect the public health, safety, and general welfare. All grading, installation of infrastructure, development and build out shall be in strict accordance with the provisions of this Ordinance, except as shall be amended by the City Council in the required manner. The underlying commercial zoning district regulations shall continue to be applicable, except as provided for in this Ordinance and the attached exhibits.

Section 3. Definitions

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

A. "Developer" shall mean TNT Holdings and VNT LLC, their successors and assigns.

B. "Open Space" shall mean anything on the site except buildings, parking lot and vehicular circulation, generally pervious, but may include well landscaped pedestrian places, pools, pool decks and roof gardens.

C. "Lots 2 and 3 Gary and Debbie Pink No. 3 PUD" shall mean the planned unit development that is subject to this Ordinance, as developed and approved, that outlines certain provisions for the development of the Subdivision and its uses. Such plan shall consist of the final plat, design guidelines, landscaping, etc.

D. "Plat" or "the Plat," shall mean the final plat of the Subdivision approved by the City Council or an administrative plat approved by staff.

Section 4. Parcel Identification Map

Attached hereto and made a part of the Lots 2 and 3 Gary and Debbie Pink No. 3 PUD for parcel delineation is the Parcel Identification Map for the Lots 2 and 3 Gary and Debbie Pink No. 3 PUD marked as Exhibit "B".

Section 5. Conceptual Site Plan

A conceptual site plan for each parcel shall be submitted to the City for approval prior to any lot development within said parcel.

Section 6. Building Design Guidelines and Criteria

All applications shall adhere to requirements of the approved PUD Plan and Gateway Corridor District (Overlay District) Design Guidelines. Prior to issuance of a building permit, the City, Developer and the applicant shall have mutually agreed upon a specific design plan that complies with such criteria.

Section 7. Conditions

All uses within the Subdivsion shall adhere to the underlying zoning district except as herein provided.

A. General Conditions

In addition, the following general site plan criteria shall be integrated into and made part of the Lots 2 and 3 Gary and Debbie Pink No. 3 PUD.

i. All subdivisions, public streets, public street rights-of-way and general development shall adhere to the standards and design criteria set forth in the La Vista Subdivision Regulations and the most current design standards adopted by the City of La Vista pertaining thereto unless otherwise stated within this Lots 2 and 3 Gary and Debbie Pink No. 3 PUD.

ii. Unless otherwise specified herein, the development of the Lots 2 and 3 Gary and Debbie Pink No. 3 PUD shall comply with the applicable La Vista Zoning District Regulations or any other applicable City Codes.

B. Land Use Design Criteria

Unless provided otherwise in this Lots 2 and 3 Gary and Debbie Pink No. 3 PUD, all general use regulations, performance standards and provisions set forth in the La Vista Zoning Ordinance for the appropriate commercial zoning district shall apply to any development, additions, or redevelopment within the PUD overlay district.

i. The intent of the design and layout of the Lots 2 and 3 Gary and Debbie Pink No. 3 PUD Plan is to develop the site for professional and medical offices.

a. Building Setback. Building setbacks shall be the same as those listed in the C-2 General Commercial District regulations unless otherwise approved by the City Council as part of the PUD Plan marked as Exhibit “B”.

D. Access, Sidewalks, and Off-Street Parking

i. Access. Driveways shall be located so that no undue interference with the free movement of road traffic will result, to provide the required sight distance, and to provide the most-favorable driveway grade. Access points within the development shall be limited to what is shown on the final plat and subdivision agreement. Any deviation from this shall require the approval of the City.

ii. Sidewalks. Due to issues with topography, utilities, and the narrowness of the lots the sidewalks within the development will be allowed to be constructed at the back of curb of the access road traversing the properties.

ii. Off-Street Parking. Parking on lots within the PUD overlay should be provided based on the aggregate ratio of one (1) off-street parking spaces per two-hundred fifty (250) square feet of gross floor area of improvements constructed on each lot, unless off-site/public parking is utilized with approval of the city.

Section 8. 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, sentence 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 9. That this Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 16TH DAY OF MARCH 2021.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

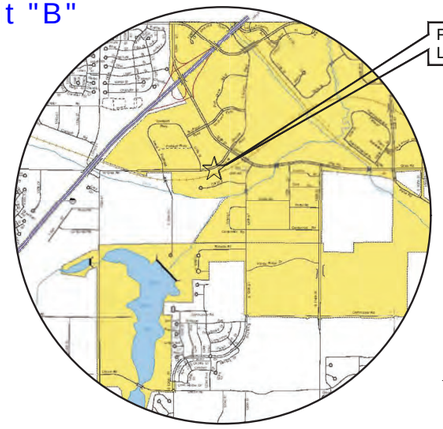
_____
Pamela A. Buethe, CMC
City Clerk

EXHIBIT A

Lots 2 and 3 Gary and Debbie Pink No. 3 - Lot 2 and 3 Gary and Debbie Pink No. 3, Northeast ¼ of Section 19, Township 14 North, Range 12 East of the 6th P.M. Sarpy County, Nebraska.

EXHIBIT B

Exhibit "B"



VICINITY MAP

125TH STREET

W. GILES ROAD

GARY & DEBBIE PINK NO. 3

LOT 3

TNT BUILDING

TNT HOLDINGS LLC

VNT BUILDING
9,575 SF
56.00 FFE
55.67 GR
VNT LLC

BURLINGTON NORTHERN SANTA FE RAILROAD

UNDERGROUND STORMWATER MANAGEMENT SYSTEM

PEDESTRIAN CROSSING SIGN

70' DRAINAGE EASEMENT

10' DRAINAGE EASEMENT

40' COMMON DRIVE EASEMENT

35' COMMON DRIVE EASEMENT

STOP SIGN

ZONE AE SPECIAL FLOOD HAZARD AREA

BASE FLOOD ELEVATION (BFE)

TREES

ROCK

PROPOSED CONSTRUCTION | PREVIOUSLY CONSTRUCTED

LEGEND

- BUILDING FOOTPRINT
- CONCRETE PAVEMENT (6")
- CONCRETE SIDEWALK

PROPERTY OWNERS

LOT 2 — VNT LLC
9924 WESTCHESTER DR,
OMAHA, NE 68114

LOT 3 — TNT HOLDINGS LLC,
9924 WESTCHESTER DR,
OMAHA, NE 68114

LEGAL DESCRIPTION

LOTS 2 AND 3, GARY & DEBBIE PINK NO. 3, A SUBDIVISION IN LA VISTA, SARPY COUNTY, NEBRASKA

UTILITY SERVICE NOTES

1. LOTS WILL BE SERVED BY EXISTING SANITARY SEWER
2. LOTS WILL BE SERVED BY EXISTING MUD WATER SUPPLY
3. NATURAL GAS WILL BE SUPPLIED BY BLACK HILLS ENERGY
4. CABLE AND TELEPHONE ARE AVAILABLE FROM COX COMMUNICATIONS.
5. STORMWATER MANAGEMENT WILL PROVIDE APPROXIMATELY 3,800 CF OF ON-SITE UNDERGROUND STORMWATER DETENTION.

PUD INFORMATION

NET AREA, LOT 2	77,566 SF
NET AREA, LOT 3	54,178 SF
NET AREA, TOTAL	131,744 SF
BUILDING COVERAGE, LOT 2	9,575 SF
BUILDING COVERAGE, LOT 3	7,245 SF
BUILDING COVERAGE, TOTAL	16,820 SF (12.7%)
COMMON OPEN SPACE	44,360 SF

SEQUENCING:

LOT 3 IS WAS CONSTRUCTED IN 2019. LOT 2 WILL BE CONSTRUCTED IN 2021-2022.

OFF-STREET PARKING REQUIREMENTS

38	MEDICAL CLINIC (9,575 SF) LOT 2
	1 SPACE PER 250 SQUARE FEET
29	MEDICAL CLINIC (7,245 SF) LOT 3
	1 SPACE PER 250 SQUARE FEET
67	TOTAL SPACED REQUIRED
57	PARKING SPACES PROVIDED ON LOT 2
27	PARKING SPACES PROVIDED ON LOT 3
5	HANDICAP PARKING SPACES (1 PER 25 SPACES)
89	TOTAL SPACES PROVIDED

ZONING INFORMATION

ZONING DISTRICT	C-2 W/ GATEWAY CORRIDOR SEC. 5.12 & 5.17
LOT AREA	10000 SQ. FT
LOT WIDTH	-- FT MIN.
FRONT YARD	25 FT
STREET SIDE YARD*	15 FT
INTERIOR SIDE YARD	N/A FT
REAR YARD	15 FT
HEIGHT	45 FT
BUILDING COVERAGE	60 % MAX.

*MEASURED FROM BACK OF CURB OF PRIVATE STREET

OLMSTED & PERRY
CONSULTING ENGINEERS INC.
10730 PACIFIC STREET SUITE 232
OMAHA, NEBRASKA

REVISIONS

PUD APPLICATION
LOT 2 AND 3, GARY & DEBBIE PINK NO. 3
LA VISTA, NEBRASKA

SITE PLAN

DESIGNED BY: GEP
CHECKED BY: GEP
DRAWN BY: GEP

PROJECT NO. 2020-005
DATE OCTOBER 2020

SHEET NO. 1 of 1

[DPCE: Z:\Projects\K Hahn Arch\2020-005\dwg\Base 2020-005.dwg : 24x36] [Plot Date: 10/19/2020 9:32 PM]

Exhibit "B"

LEGAL DESCRIPTION

LOT 2, GARY & DEBBIE PINK NO. 3, AN ADDITION TO THE CITY OF LA VISTA, AS SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA

FLOOD ZONE CLASSIFICATION

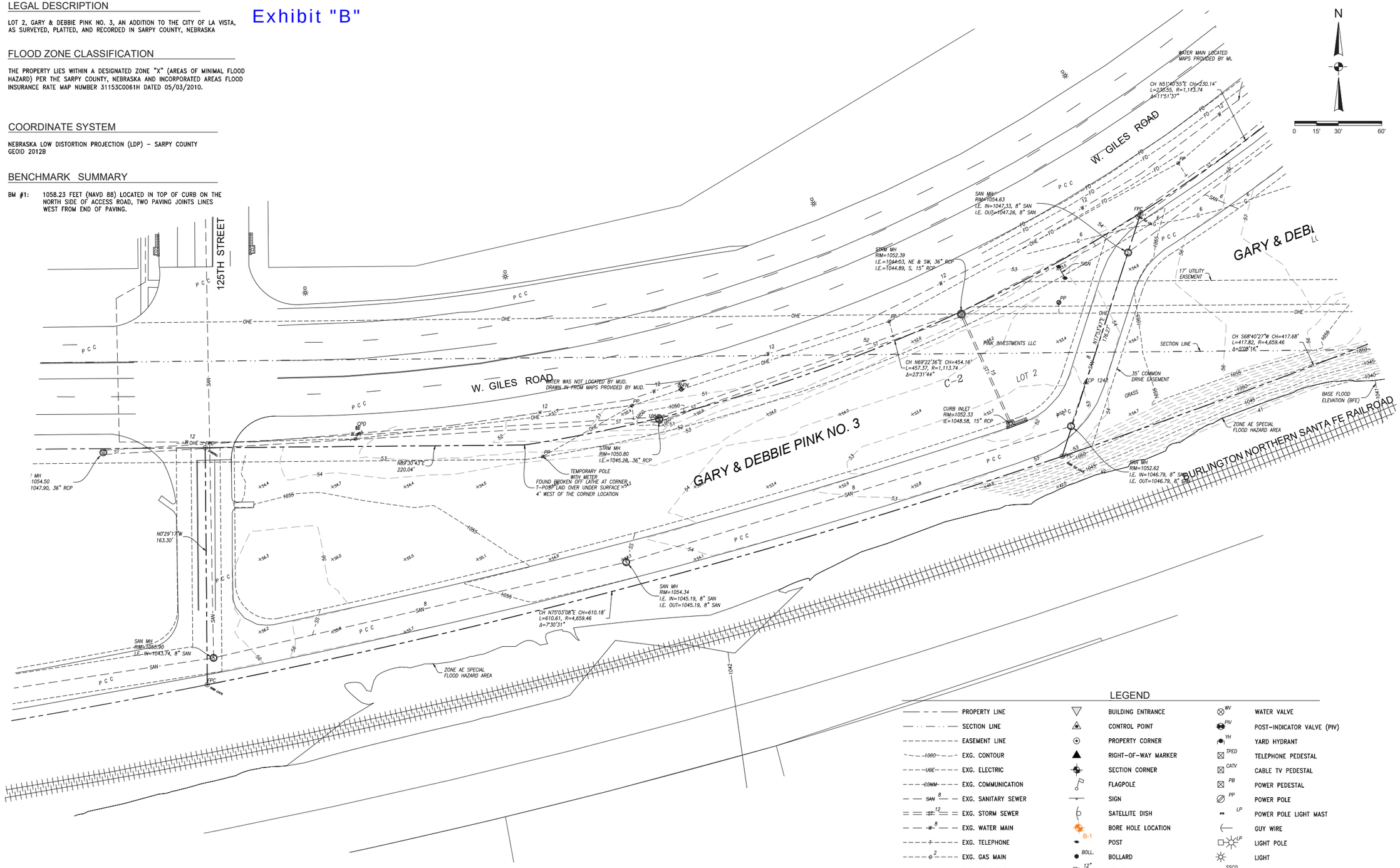
THE PROPERTY LIES WITHIN A DESIGNATED ZONE "X" (AREAS OF MINIMAL FLOOD HAZARD) PER THE SARPY COUNTY, NEBRASKA AND INCORPORATED AREAS FLOOD INSURANCE RATE MAP NUMBER 31153C0061H DATED 05/03/2010.

COORDINATE SYSTEM

NEBRASKA LOW DISTORTION PROJECTION (LDP) – SARPY COUNTY
GEOID 2012B

BENCHMARK SUMMARY

BM #1: 1058.23 FEET (NAVD 88) LOCATED IN TOP OF CURB ON THE NORTH SIDE OF ACCESS ROAD, TWO PAVING JOINTS LINES WEST FROM END OF PAVING.



LEGEND

PROPERTY LINE		BUILDING ENTRANCE	WV	WATER VALVE
SECTION LINE		CONTROL POINT	PIV	POST-INDICATOR VALVE (PIV)
EASEMENT LINE		PROPERTY CORNER	YH	YARD HYDRANT
EXG. CONTOUR	1000	RIGHT-OF-WAY MARKER	TPED	TELEPHONE PEDESTAL
EXG. ELECTRIC	UGE	SECTION CORNER	CATV	CABLE TV PEDESTAL
EXG. COMMUNICATION	COMM	FLAGPOLE	PB	POWER PEDESTAL
EXG. SANITARY SEWER	8 SAN	SIGN	PP	POWER POLE
EXG. STORM SEWER	12 ST	SATELLITE DISH	LP	POWER POLE LIGHT MAST
EXG. WATER MAIN	8 W	BORE HOLE LOCATION		GUY WIRE
EXG. TELEPHONE	T	POST	LP	LIGHT POLE
EXG. GAS MAIN	2 G	BOLLARD		LIGHT
EXG. PAVEMENT		STUMP	SSCO	SANITARY SEWER CLEANOUT
EXG. CENTERLINE		CONIFEROUS TREE	SSMH	SANITARY SEWER MANHOLE
EXG. WATERWAY		DECIDUOUS TREE	WMH	WATER MANHOLE
EXG. CHAIN LINK FENCE		BUSH	STMH	STORM SEWER MANHOLE
EXG. WOOD FENCE		MAILBOX	TMH	TELEPHONE MANHOLE
EXG. BARBED WIRE FENCE		FIRE HYDRANT	GMH	GAS MANHOLE
EXG. BUILDING		CURB STOP	CMH	COMMUNICATIONS MANHOLE
RAILROAD TRACKS		WATER METER		

UTILITY INFORMATION

EXISTING UTILITIES, UNDERGROUND STRUCTURES AND SERVICES WERE LOCATED FROM EXISTING OWNER RECORDS, MAPS AND ONE-CALL DIGGERS HOTLINE PAINT DESIGNATION LINES IN THE FIELD. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. VERIFICATION OF ALL UTILITIES AND SERVICES SHOULD BE OBTAINED FROM THE OWNER OF EACH RESPECTIVE UTILITY COMPANY PRIOR TO DESIGN, CONSTRUCTION AND EXCAVATION.

OLMSTED & PERRY
CONSULTING ENGINEERS INC.
10730 PACIFIC STREET SUITE 232
OMAHA, NEBRASKA

REVISIONS

PUD SUBMITTAL
LOT 2, GARY & DEBBIE PINK NO. 3
LA VISTA, NEBRASKA

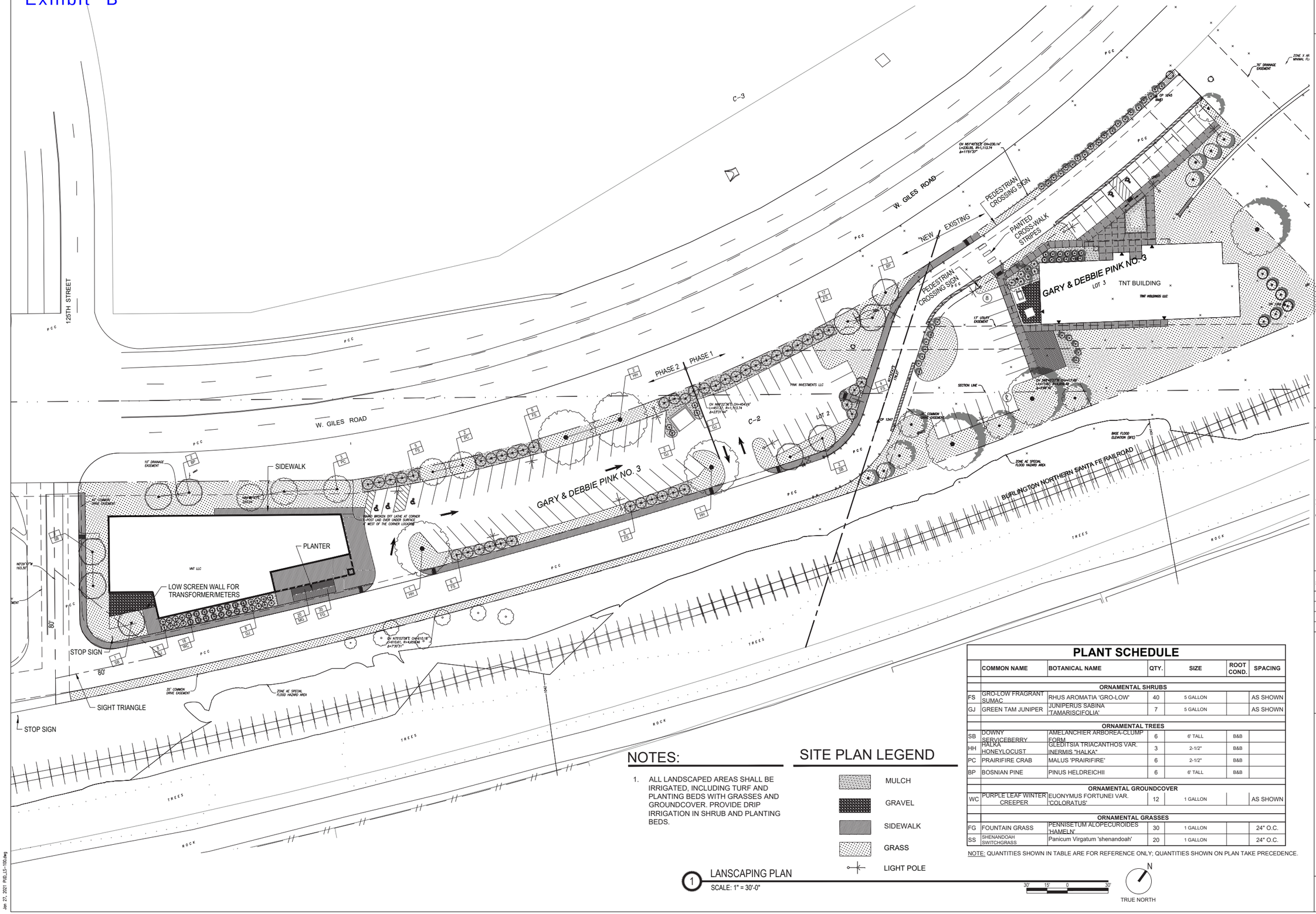
TOPOGRAPHIC SURVEY

PROJECT NO. 18041
DATE FEBRUARY 24, 2020

SHEET NO. 1 of 1

[DPCE: Z:\Projects\K Hahn Arch\18041\dwg\survey 18041.dwg] [Plot Date: 5/28/2020 5:18 PM]

Exhibit "B"



NOTES:

1. ALL LANDSCAPED AREAS SHALL BE IRRIGATED, INCLUDING TURF AND PLANTING BEDS WITH GRASSES AND GROUNDCOVER. PROVIDE DRIP IRRIGATION IN SHRUB AND PLANTING BEDS.

SITE PLAN LEGEND

- MULCH
- GRAVEL
- SIDEWALK
- GRASS
- LIGHT POLE

PLANT SCHEDULE

	COMMON NAME	BOTANICAL NAME	QTY.	SIZE	ROOT COND.	SPACING
	ORNAMENTAL SHRUBS					
FS	GRO-LOW FRAGRANT SUMAC	RHUS AROMATIA 'GRO-LOW'	40	5 GALLON		AS SHOWN
GJ	GREEN TAM JUNIPER	JUNIPERUS SABINA 'TAMARISCIFOLIA'	7	5 GALLON		AS SHOWN
	ORNAMENTAL TREES					
SB	DOWNY SERVICEBERRY	AMELANCHIER ARBOREA-CLUMP FORM	6	6' TALL	B&B	
HH	HALKA HONEYLOCUST	GLEDITSIA TRIACANTHOS VAR. INERMIS "HALKA"	3	2-1/2"	B&B	
PC	PRAIRIFIRE CRAB	MALUS 'PRAIRIFIRE'	6	2-1/2"	B&B	
BP	BOSNIAN PINE	PINUS HELDREICHII	6	6' TALL	B&B	
	ORNAMENTAL GROUNDCOVER					
WC	PURPLE LEAF WINTER CREEPER	EUONYMUS FORTUNEI VAR. 'COLORATUS'	12	1 GALLON		AS SHOWN
	ORNAMENTAL GRASSES					
FG	FOUNTAIN GRASS	PENNISETUM ALOPECUROIDES 'HAMELN'	30	1 GALLON		24" O.C.
SS	SHENANDOAH SWITCHGRASS	Panicum Virgatum 'shenandoah'	20	1 GALLON		24" O.C.

NOTE: QUANTITIES SHOWN IN TABLE ARE FOR REFERENCE ONLY; QUANTITIES SHOWN ON PLAN TAKE PRECEDENCE.

1 LANSCAPING PLAN
SCALE: 1" = 30'-0"

30' 15' 0 30'

N
TRUE NORTH

Kenneth Hahn Architects
1343 South 75th Street
Omaha, NE 68124-1610

No.	Description	Date

Project number	197-004
Date	XX SEPT 2020
Drawn by	KLM
Checked by	KJH

PUD - LOTS 2 AND 3

LANDSCAPING PLAN

SHEET NO.
LS-100

Jan 27, 2021 PUD_LS-100.dwg

CITY OF LA VISTA
PLANNING DIVISION
RECOMMENDATION REPORT

CASE NUMBERS: PPUD20-0002; FOR HEARING OF: MARCH 16, 2021
REPORT PREPARED ON: MARCH 9, 2021

I. GENERAL INFORMATION

A. APPLICANT:
Takanari Miyomoto
9924 Weschester Drive
Omaha, NE 68114

B. PROPERTY OWNER:
TNT Holdings LLC/VNT LLC
9924 Weschester Drive
Omaha, NE 68114

C. LOCATION: Southwest of the intersection of Giles Road and West Giles Road.

D. LEGAL DESCRIPTION: Lots 2 and 3 Gary & Debbie Pink No. 3

E. REQUESTED ACTION(S):
1. Rezone to extend a Planned Unit Development (PUD) zoning overlay over Lots 2 and 3 Gary & Debbie Pink No. 3.
2. PUD Site Plan to allow for commercial development with allowances for setbacks and shared parking.

F. EXISTING ZONING AND LAND USE: C-2 – General Commercial District and Gateway Corridor District (Overlay District; Lot 3 is developed with a dental office use, Lot 2 is currently vacant.

G. PURPOSE OF REQUEST: Create a PUD Site Plan with allowances for setbacks and shared parking to allow for commercial development.

H. SIZE OF SITE: Approximately 3.02 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: The property slopes gradually downward to the south and to the west;

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

Direction From Subject Property	Future Land Use Designation	Current Zoning Designation	Surrounding Development
North	Commercial	C-3 PUD Highway Commercial / Office Park District with a Planned Unit Development Overlay (Overlay District) and a Gateway Corridor Overlay (Overlay District);	Southport West
East	Commercial	C-3 Highway Commercial / Office Park District with a Gateway Corridor Overlay (Overlay District).	Gary & Debbie Pink No. 3, vacant
South	Industrial	I-1 Light Industrial with a Gateway Corridor Overlay (Overlay District); Various Light Industrial uses.	Papio Valley Business Park
West	Commercial	C-2 General Commercial / District with a Gateway Corridor Overlay (Overlay District).	Gary & Debbie Pink No. 3, vacant

C. RELEVANT CASE HISTORY:

1. The lots involved in this application were rezoned to C-2 General Commercial District with a Gateway Corridor District Overlay on March 15, 2016.
2. The Final Plat for Gary and Debbie Pink No. 3 was approved on March 15, 2016.
3. The Board of Adjustment approved of a reduced setback for Lot 2 Gary and Debbie Pink No. 3 on July 10, 2017.

D. APPLICABLE REGULATIONS:

1. Section 5.11 of the Zoning Regulations – C-2 General Commercial District.
2. Section 5.15 of the Zoning Regulations – PUD Planned Unit Development District (Overlay District).
3. Section 5.17 of the Zoning Regulations – Gateway Corridor District (Overlay District).

III. ANALYSIS

A. COMPREHENSIVE PLAN:

1. The Future Land Use Map of the Comprehensive Plan designates the area for commercial uses.

B. OTHER PLANS: N/A.

C. TRAFFIC AND ACCESS:

1. One access point exists along West Giles Road at the intersection of West Giles Road and South 125th Street. An access easement, dedicated via the plat, allows internal circulation between the lots.
2. The proposed uses do not vary from those analyzed as part of the process to approve of the original Gary and Debbie Pink No. 3 plat. Approval of this PUD application is not expected to have any additional impact beyond what was already expected for the development area.
3. Staff has recommended the evaluation of the placement of stop signs along the west and east legs of the East/West access road.

D. UTILITIES:

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

E. PARKING REQUIREMENTS:

1. All developments will need to meet the minimum parking requirements of the underlying zoning district. However, the PUD Site Plan, as proposed, utilizes shared parking between Lots 2 and 3 to meet the minimum requirements.

F. LANDSCAPING:

1. The landscaping for any developments on this site will need to comply with the requirements of the Zoning Ordinance and of the Gateway Corridor Design Guidelines. Review letters from the City's Design Review Architect regarding the proposed landscaping plan are included for review.

IV. REVIEW COMMENTS:

A. The design of the building on Lot 2 will be reviewed through the City's Architectural Design Review process, and must be substantially complete prior issuance of any building permits.

B. The applicant has requested setback allowances through the PUD Site Plan application process of 20 feet from the back of curb on the west side and 15 feet from the back of curb on the south side due to exceptional narrowness of the property. A July 10, 2017 decision of the Board of Adjustment allowed for reduced setbacks for the development of Lot 2 due to the same circumstances.

C. Sidewalks have been moved to the back of curb within the PUD Site Plan area, which is non-compliant with Section 4.20 of the

Subdivision Regulations. However, staff has considered this acceptable due to issues with topography, utilities, and narrowness of the lots limiting the ability to meet that section of the regulations.

D. Applicant has been made aware that developments on this property will require FAA approval prior to the issuance of a building permit due to proximity of the Millard Airport.

E. The development will be required to meet the requirements for a Post Construction Storm Water Management Plan as per City regulations.

V. STAFF RECOMMENDATION – ZONING MAP AMENDMENT - PUD DISTRICT OVERLAY AND PUD SITE PLAN:

Staff recommends approval of the Zoning Map Amendment to add a Planned Unit Development (PUD) – Overlay District to Lots 2 and 3 of Gary & Debbie Pink No. 3 and the related PUD Site Plan with the allowances stated within the staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VI. PLANNING COMMMISSION RECOMMENDATION – ZONING MAP AMENDMENT - PUD DISTRICT OVERLAY AND PUD SITE PLAN:

The Planning Commission held a public hearing on February 18, 2021 and recommended approval of the Zoning Map Amendment to add a Planned Unit Development (PUD) – Overlay District to Lots 2 and 3 of Gary and Debbie Pink No. 3 and the related PUD Site Plan, with the allowances stated within the staff report, contingent on the resolution of any issues mentioned in the staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VII. ATTACHMENTS TO REPORT:

A. Vicinity Map
B. Review Letters
C. Draft PUD Site Plan set

VIII. COPIES OF REPORT SENT TO:

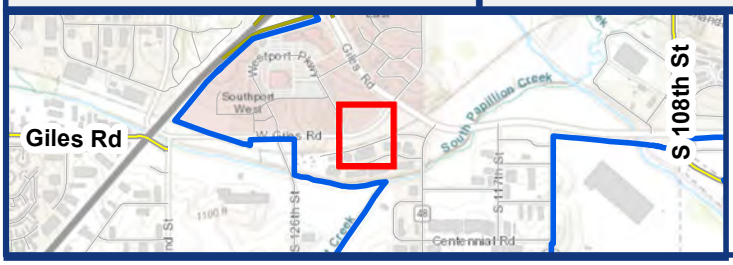
A. Takanari Miyomoto, TNT Holdings/VNT LLC
B. Gregory Perry, P.E., Olmstead and Perry
C. Ken Hahn, Kenneth Hahn Architects
D. Public Upon Request

Prepared by: Deputy Community Development Director

Community Development Director — 3/9/2021 Date



Planned Unit Development Vicinity Map



TNT Holdings, LLC

Lots 2 & 3 Gary & Debbie Pink No. 3

2/12/2021 CB

LA VISTA

La Vista
Community Pride. Progressive Vision.

August 12, 2020

Ken Hahn, AIA
Kenneth Hahn Architects
1343 South 75th Street
Omaha, NE 68124

RE: Planned Unit Development – Initial Review
TNT Holdings

Mr. Hahn,

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

1. General Comment - The PUD Site Plan lists the zoning as C-3 with a Gateway Corridor District overlay. However, the zoning is C-2 with a Gateway Corridor District overlay.

2. Section 5.15.04.01 - Applicant needs to revise schedule of construction ensure it meets the milestones as described within this section of the Zoning Ordinance. If it cannot, the schedule needs to state reasoning and provide assurances to the City that whatever is left is buildable to the next developer.

3. Article 5.15.04.05: The site plan depicts different ownership for the two parcels involved, it is necessary to confirm that the applicant, TNT Holdings, LLC has adequate legal authority for both parcels.

4. Section 5.15.04.06 – A proposed trash enclosure has been identified on Lot 2 of the PUD site plan. Note that enclosures must abide by Section 7.17.04.03 of the Zoning Ordinance and the Gateway Corridor District Design Guideline in regards to design and construction.

5. Section 5.15.04.06 – Dimension the angles and widths of the angled parking in Lot 2 to confirm the stall dimensions are consistent with Section 7.09 of the Zoning Ordinance.

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

www.cityoflavista.org
info@cityoflavista.org

6. Section 5.15.04.06, Section 5.15.04.08, Section 5.15.05.02.9 – Application does not have a landscaping plan, applicant will need to provide more information to confirm provisions of these sections are met.

7. Section 5.15.04.07 - Adequate parking shall be provided for each building and use per the regulations of the underlying zoning district. It would appear from the stall counts that it is anticipated that buildings on Lots 2 and 3 will share parking as allowed through Section 5.15.04.07.

   Lot 2 Required Parking Stalls would be 37 rather than 36 as noted on the Site Plan. As Lot 2 has 57 proposed stalls, one additional ADA stall would be required to meet section 7.08 of the Zoning Ordinance. Confirm Lot 2 and Lot 3 each have one (1) Van Accessible stall per Section 7.08 of the Zoning Ordinance.

8. Section 5.15.04.09 - Based on the Lot Configurations and Yard Requirements diagram in Section 2 of the Zoning Ordinance, the North, West, and South faces of Lot 2 are considered "front yards" and need to meet the front yard setbacks of the underlying C-3 Zoning District of 25 feet (without parking). The West and South setbacks depicted within the plan do not meet this requirement. Is it the intention of the applicant to request an allowance for reduced setbacks on these sides?

9. Section 5.15.04.12 - If maintenance and/or snow clearing of sidewalks and/or parking lots are to be completed by the adjacent lot owner or are a shared expense, then provisions for maintenance will need to be included as part of the PUD.

10. Section 5.15.04.15 – Sidewalks as shown are directly behind back of curb, which differs from Section 4.20 of the Subdivision Regulation. ADA considerations will also need to be made. If the intent is to vary from the standard sidewalk location, provisions will need to be included in the PUD for consideration.

11. Section 5.15.04.17-20 - This development will abide by Section 5.17 of the Zoning Ordinance (Gateway Corridor District) and the design guidelines adopted therein. As mentioned in #6 above, PUD Landscape Plan was provided in the PUD application submittal. A PUD Landscape Plan is necessary for review of the interaction of the landscaping with the overall site design.

12. Section 5.15.04.21- Parking lot lighting needs to be addressed and shown on the PUD plan. Site lighting needs to abide by the Gateway Corridor District Design Guideline. See the Guideline for the parking lot light fixture and pole required for developments within the Gateway Corridor District.

13. Section 5.15.05.02, Subsection 2 - Height of each proposed structure needs to be addressed within the PUD plan.

Applicant should be made aware that developments on this property will require FAA approval prior to issuance of a building permit due to proximity to the Millard Airport.

14. Section 5.15.05.02.2 - Please see comment #8 regarding setbacks.

15. Section 5.15.05.02.7 & Section 5.15.05.03.5 – There is a phasing line within Lot 2 for the parking lot, however, it appears to show Lot 3 as proposed, and does not specify that lot 3 is already constructed. Applicant should revise to show what is currently exiting, and what is proposed and in what phases.

16. Section 5.15.05.02.10 Site Plan should show any natural features within the development.

17. Section 5.15.05.02.11 – Site Plan should depict any existing development on adjacent properties within 200 feet.

18. Article 5.15.05.04: Post Construction Storm Water Management Plan will be needed for the proposed development, and any connection to the existing storm water network will need to be evaluated to ensure the plan meets City requirements, and that there are no adverse impacts to the existing storm system.

19. Section 5.15.05.06 – Vicinity map as described in this section of the Zoning Ordinance should be included with the PUD submittal.

Please submit 4 full size revised copies of the plat and related documents (along with electronic copies) to the City for further review. A timeline for review by the Planning Commission and City Council will be determined based on the timing of the resubmittal and the extent to which the issues noted this review have been sufficiently addressed.

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

Thank you,

Christopher Solberg, AICP
Deputy Community Development Director

cc:

Bruce Fountain, AICP, Community Development Director
Pat Dowse, P.E., City Engineer
Cale Brodersen, AICP Candidate, Assistant Planner
Gregory Perry, P.E., Olmsted & Perry
Takanari Miyamoto, TNT Holdings/VNT LLC

Kenneth Hahn
Architects
1343 South 75th Street
Omaha, NE 68124-1610
402-391-2111
FAX 391-2605

Chris Solberg, AICP
Deputy Community Development Director
City of La Vista, Nebraska
8116 Park View Blvd.
La Vista, NE 68128-2198

31 December 2020

RE: Let 2 and Lot 3, Gary and Debbie Pink No. 3 – La Vista, Nebraska
Planned Unit Development – Initial Review Response
TNT Holdings

Mr. Solberg,

In regard to your letter of August 12, 2020, here are our responses to the comments contained in the letter:

1. We have corrected the zoning label on the PUD Site Plan in this re-submittal of the application.
2. The initial phase is completed at this point, and includes a 7,250 SF professional building and 29 parking stalls. We intend to construct the remainder of the improvements on this project in two phases over a five-year period. The first phase of additional construction, as shown on the site plan provided, is to build the driveway entrance and 19-stall parking lot on the north end of the current Lot 2. We intend to complete this work within the immediate timeframe after approval of this PUD application and receipt of a building permit. The second phase of additional construction includes a 9,500 SF professional building and a 43-stall parking lot with an additional driveway entrance on the south portion of the current Lot 2. We intend to construct this phase within the 5-year period called for in Section 5.15.04.01.
3. The owner representatives of both Lot 2 and Lot 3 have signed the application to clarify that they all give their legal consent to these proceedings.
4. We understand that the trash enclosure must comply with the Gateway Corridor District design standards, and will do so when the design of that phase of construction occurs.
5. The angles and widths of the parking stalls that are shown on the attached drawing do comply with Section 7.09 of the Zoning Ordinance. The drawing depicts these dimensions and angles.
6. A Landscaping Plan for the property is included with this re-submittal.
7. The purpose of this PUD is to use the long, slender site of Lot 2 to construct a building on the west end, and to use the remainder of the land to construct a parking facility to be shared between both the current building and the future building. The total size of both buildings =

16,750 SF. That would require a total of 67 stalls per the ordinance. The full buildout as shown would provide a total of 89 stalls. With 89 stalls, this would require a total of 4 handicapped-accessible stalls, one of which must be a van-accessible space. Since this parking is intended to serve two buildings, we will provide two van-accessible spaces, one at each building. In light of the fact that the preponderance of the parking is located near the 9,500 SF building, we will provide a third handicapped-accessible stall at that location. This will make a total of 5 handicapped stalls out of the total 89 stalls.

8. Since there are three sides of the proposed building at the west end of the current Lot 2 that are considered "front yards" by Section 2 of the Zoning ordinance, we are requesting to allow this project to follow this strategy:
    a. At the north side of the building, facing W. Giles Road, we will comply with the 25-foot setback requirement.
    b. At the west side of the building, facing the access drive where it connects with W. Giles Road, we will provide a setback of 40 feet, due to the presence of an access drive in this portion of the site. This will provide a setback of 20 feet from the access drive easement line to the proposed west face of the building.
    c. At the south side of the building, facing the access drive, we will provide a setback of 15 feet from the curb of the access drive. This is consistent with the agreement between the owners of Lot 3 and the City, which allowed this 15-foot setback of the curb of the access drive for the existing building on Lot 3.
9. Please see the attached letter that provides assurance from the owners of both lots that the maintenance and/or snow removal will be will be a shared expense that will be paid for by both parties in a cost sharing agreement.
10. RE: the sidewalk location along W. Giles Road, there are severe physical constraints to placement of a sidewalk along the property line adjacent to W. Giles Road, as required by the subdivision agreement. In 2019, there was a discussion with the City of La Vista about an alternative location for a sidewalk to be placed at the back of the curb of the access drive. There was general agreement from the City of La Vista staff with this proposal, and resulted in the need for an amendment to the subdivision agreement. This amendment has not yet been executed, and the intent is to do so during this PUD approval process.
11. A Landscaping Plan for the property has been included in this re-submittal.
12. Parking lot lighting will be fed from the existing building on the current Lot 3. The locations of light fixtures are shown on the Landscaping Plan. The fixtures will match those which were used on the project that was recently constructed on Lot 3, which are in compliance with the design guidelines for the Gateway Corridor District. These were submitted and approved by the design reviewer on that project.
13. The height of the building is proposed to be no more than 24 feet, including mechanical equipment screens on the roof.
14. Please refer to our response to comment number 8 RE: setbacks.
15. The PUD site plans have been revised to denote the portion of the construction on the PUD that is already completed.
16. The PUD application includes a topographic survey of the current Lot 2 area. The application also now includes a copy of the landscaping plan, site electrical plan, and site layout plan for the improvements on Lot 3 which have been completed and will become part of this PUD.

17. The existing railroad to the south has been added to the PUD site drawing to include existing development on adjacent properties.
18. The PUD plan includes only a schematic grading and storm water plan. The detailed design will be completed at the time of building permit application. We understand the City will review any connection to the existing storm water network to assure no adverse impacts to the existing system.
19. A vicinity map has been added to the PUD Site Plan for this re-submittal.

Please contact me if you have any questions about this PUD Application re-submittal.

Regards,



Kenneth J, Hahn, AIA
President

LA VISTA

IMPROVE YOUR POINT OF VIEW.

January 26, 2021

Ken Hahn, AIA
Kenneth Hahn Architects
1343 South 75th Street
Omaha, NE 68124

RE: Planned Unit Development – 2nd Review Letter
TNT Holdings

Mr. Hahn,

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

1. Section 5.15.04.06, Section 5.15.04.08, Section 5.15.05.02.9 – The overall site and landscape plans are currently under review by the City's Design Review Architect. A separate design review letter will be forwarded once the initial review has been completed. The design review process for these plans needs to be substantially complete prior to proceeding through City Council approval process.

2. Section 5.15.04.09 – Due to the constrained buildable area within the PUD site plan area and the limited impact that the proposed reduction in building setbacks that the site can have upon adjoining properties, staff has concluded that the proposed setbacks should be allowable. This favorable recommendation will be reflected in the staff review and related approval documents.

3. Section 5.15.04.15 – If ADA requirements can be met with the current sidewalk layout, staff has no additional comments regarding the overall sidewalk layout. However, as there is a proposed sidewalk crossing along the East/West access road closer to the existing building that could be construed as a mid-block crossing. Staff recommends evaluating if any sort of mid-block pedestrian crossing warning signage should be installed.

Kenneth Hahn
Architects
1343 South 75th Street
Omaha, NE 68124-1610
402-391-2111
FAX 391-2605

Chris Solberg, AICP
Deputy Community Development Director
City of La Vista, Nebraska
8116 Park View Blvd.
La Vista, NE 68128-2198

27 January 2021

RE: Let 2 and Lot 3, Gary and Debbie Pink No. 3 – La Vista, Nebraska
Planned Unit Development – Initial Review Response
TNT Holdings

Mr. Solberg,

Thank you for your letter of 26 January 2021. Here are our responses to the comments contained in the letter:

1. We understand that the overall site plan and landscape plan are under design review at this time. We will respond to any comments once we receive this review.
2. We appreciate that the building setbacks for this site which we presented are being supported by your staff's recommendation.
3. We are pleased that the sidewalk plan is acceptable. In our review of the crosswalk issue, we will add pedestrian crossing signage at the crosswalk. The site plan and landscape plan have been revised accordingly, and are being re-submitted.
4. In our review of this issue, we are adding stop signs as suggested in your letter. The site plan and landscape plan have been revised accordingly, and are being re-submitted. These stop signs will be installed at the time of the construction of the 9,575 SF building.

We are ready to have this PUD request added to the agenda for the Planning Commission meeting to be held on 18 February.

Please contact me if you have any questions about this PUD Application re-submittal.

Regards,

Kenneth J, Hahn, AIA
President

4. Based on the location of the proposed 9,575 SF VNT building being in close proximity to the intersection of the North/South and East/West access roads, staff recommends evaluating the placement of stop signs along the west and east legs of the East/West access road.

Please submit 4 full size revised copies of the plat and related documents (along with electronic copies) to the City for further review. A timeline for review by the Planning Commission and City Council will be determined based on the timing of the resubmittal and the extent to which the issues noted this review have been sufficiently addressed.

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

Thank you,

Christopher Solberg, AICP
Deputy Community Development Director

cc:

Bruce Fountain, AICP, Community Development Director
Pat Dowse, P.E., City Engineer
Cale Brodersen, AICP Candidate, Assistant Planner
Gregory Perry, P.E., Olmsted & Perry
Takanari Miyamoto, TNT Holdings/VNT LLC

SCHEMMER
Design with Purpose. Build with Confidence.

February 2, 2021

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

RE: Gary & Debbie Pink No. 3, PUD Landscaping - Design Review #1

Dear Chris:

This letter shall provide recommendations and/or corrections pertaining to the landscape design for the applicant's PUD submittal package dated September 2020. For tracking purposes, I have noted deficiencies in the submittal package, and where appropriate, the corresponding requirements outlined in the Gateway Corridor District.

General:

1. The following items were submitted for review:
    a. LS-100 Landscaping Plan
2. It is understood that building shapes and designs are schematic and often preliminary for PUD applications. As such, a separate landscape plan shall be submitted as part of the Building Design Review Process to ensure full compliance and review of landscaping requirements associated with building elements. These would include but are not limited to required plantings adjacent to the base of buildings, plantings for screening, etc.

Drawings:

1. LS-100 Landscaping Plan:
    a. See section 7.17.03.07 of La Vista Zoning Ordinance. All commercial office and industrial developments...shall provide perimeter landscaping to include a min. (1) tree for each forty (40 lineal feet of street frontage. Please verify and indicate on the drawing that the plan complies with this ordinance.
    b. See section 7.17.04.01 Screening Requirement of La Vista Zoning Ordinance. Parking areas abutting a public right-of-way are required to be screened from grade to a height of three feet. The trees and bushes indicated as a buffer between the public right-of-way and the parking are deciduous and will likely not have canopy to provide screening below 3 foot. Solid fences, walls, berms, hedges, shrubs, or evergreen trees are allowed by the ordinance. Please revise to show compliance with the ordinance.
    c. See Section 4, III, F, of the La Vista Gateway Corridor District Design Guideline. This guideline also requires natural undulating landscape forms. Avoid consistent straight-line plantings.
    d. See section 4, III, K. Storm water management is to be integrated into the site and landscaping. Please show how this will be integrated in your plan.

Please notify the Applicant of the review comments above and request clarification and/or resubmittal as the case may be. Please remind the Applicant to properly date all resubmittals. Gateway Corridor District Guideline Landscaping Requirements not specifically discussed above are in compliance but subject to further review pending resubmittal.

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

PHONE 402.493.4800
FAX 402.493.7951

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

SCHEMMER.COM

EMPLOYEE OWNED

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

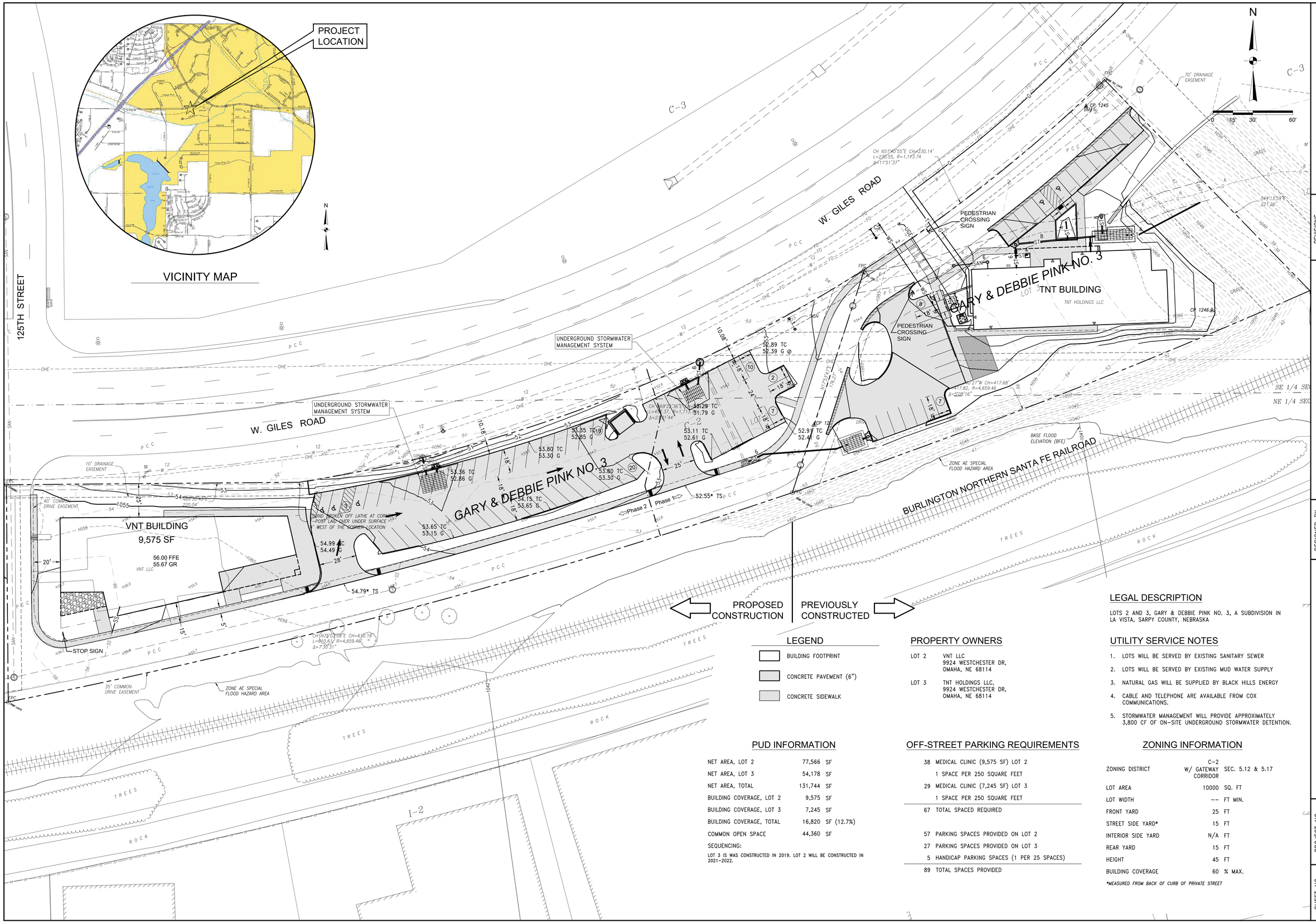
Sincerely,

THE SCHEMMER ASSOCIATES, INC.



Dan Kerns, AIA, NCARB
Manager, Architecture
Shareholder
Commercial Market Leader

VICINITY MAP



LEGEND

- BUILDING FOOTPRINT
- CONCRETE PAVEMENT (6")
- CONCRETE SIDEWALK

PROPERTY OWNERS

LOT 2 — VNT LLC
9924 WESTCHESTER DR,
OMAHA, NE 68114

LOT 3 — TNT HOLDINGS LLC,
9924 WESTCHESTER DR,
OMAHA, NE 68114

LEGAL DESCRIPTION

LOTS 2 AND 3, GARY & DEBBIE PINK NO. 3, A SUBDIVISION IN LA VISTA, SARPY COUNTY, NEBRASKA

UTILITY SERVICE NOTES

1. LOTS WILL BE SERVED BY EXISTING SANITARY SEWER
2. LOTS WILL BE SERVED BY EXISTING MUD WATER SUPPLY
3. NATURAL GAS WILL BE SUPPLIED BY BLACK HILLS ENERGY
4. CABLE AND TELEPHONE ARE AVAILABLE FROM COX COMMUNICATIONS.
5. STORMWATER MANAGEMENT WILL PROVIDE APPROXIMATELY 3,800 CF OF ON-SITE UNDERGROUND STORMWATER DETENTION.

PUD INFORMATION

NET AREA, LOT 2	77,566	SF
NET AREA, LOT 3	54,178	SF
NET AREA, TOTAL	131,744	SF
BUILDING COVERAGE, LOT 2	9,575	SF
BUILDING COVERAGE, LOT 3	7,245	SF
BUILDING COVERAGE, TOTAL	16,820	SF (12.7%)
COMMON OPEN SPACE	44,360	SF

SEQUENCING:

LOT 3 IS WAS CONSTRUCTED IN 2019. LOT 2 WILL BE CONSTRUCTED IN 2021-2022.

OFF-STREET PARKING REQUIREMENTS

38	MEDICAL CLINIC (9,575 SF) LOT 2
	1 SPACE PER 250 SQUARE FEET
29	MEDICAL CLINIC (7,245 SF) LOT 3
	1 SPACE PER 250 SQUARE FEET
67	TOTAL SPACED REQUIRED
57	PARKING SPACES PROVIDED ON LOT 2
27	PARKING SPACES PROVIDED ON LOT 3
5	HANDICAP PARKING SPACES (1 PER 25 SPACES)
89	TOTAL SPACES PROVIDED

ZONING INFORMATION

ZONING DISTRICT	C-2 W/ GATEWAY CORRIDOR	SEC. 5.12 & 5.17
LOT AREA	10000	SQ. FT
LOT WIDTH	--	FT MIN.
FRONT YARD	25	FT
STREET SIDE YARD*	15	FT
INTERIOR SIDE YARD	N/A	FT
REAR YARD	15	FT
HEIGHT	45	FT
BUILDING COVERAGE	60	% MAX.

*MEASURED FROM BACK OF CURB OF PRIVATE STREET

OLMSTED & PERRY
CONSULTING ENGINEERS INC.
10730 PACIFIC STREET SUITE 232
OMAHA, NEBRASKA

REVISIONS

PUD APPLICATION
LOT 2 AND 3, GARY & DEBBIE PINK NO. 3
LA VISTA, NEBRASKA

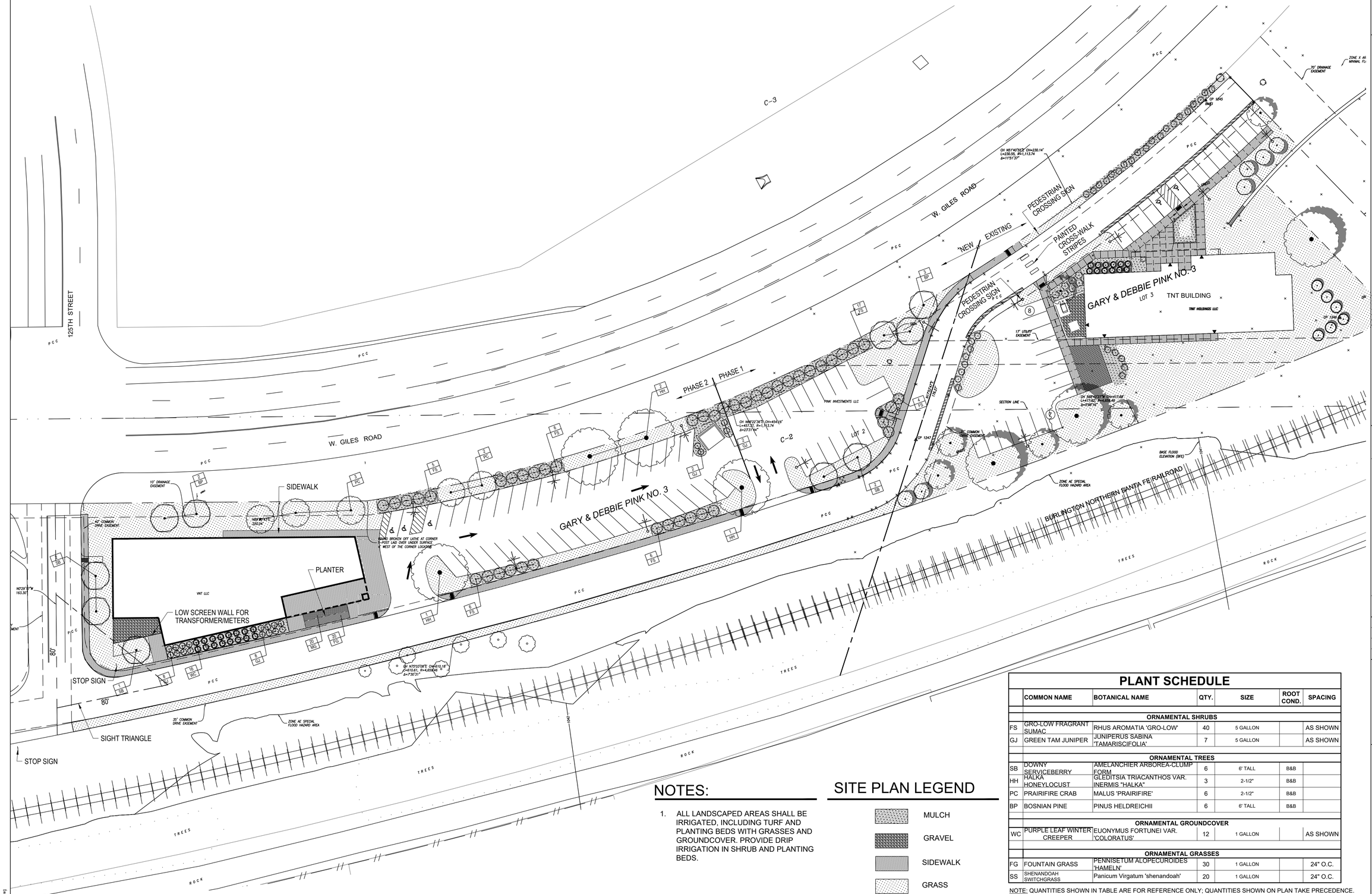
SITE PLAN

DESIGNED BY: GEP
CHECKED BY: GEP
DRAWN BY: GEP

PROJECT NO. 2020-005
DATE OCTOBER 2020

SHEET NO. 1 of 1

[DPCE: Z:\Projects\K Hahn Arch\2020-005\dwg\Base 2020-005.dwg : 24x36] [Plot Date: 10/19/2020 8:32 PM]



NOTES:

1. ALL LANDSCAPED AREAS SHALL BE IRRIGATED, INCLUDING TURF AND PLANTING BEDS WITH GRASSES AND GROUNDCOVER. PROVIDE DRIP IRRIGATION IN SHRUB AND PLANTING BEDS.

SITE PLAN LEGEND

- MULCH
- GRAVEL
- SIDEWALK
- GRASS
- LIGHT POLE

PLANT SCHEDULE

	COMMON NAME	BOTANICAL NAME	QTY.	SIZE	ROOT COND.	SPACING
	ORNAMENTAL SHRUBS					
FS	GRO-LOW FRAGRANT SUMAC	RHUS AROMATIA 'GRO-LOW'	40	5 GALLON		AS SHOWN
GJ	GREEN TAM JUNIPER	JUNIPERUS SABINA 'TAMARISCIFOLIA'	7	5 GALLON		AS SHOWN
	ORNAMENTAL TREES					
SB	DOWNY SERVICEBERRY	AMELANCHIER ARBOREA-CLUMP FORM	6	6' TALL	B&B	
HH	HALKA HONEYLOCUST	GLEDITSIA TRIACANTHOS VAR. INERMIS "HALKA"	3	2-1/2"	B&B	
PC	PRAIRIFIRE CRAB	MALUS 'PRAIRIFIRE'	6	2-1/2"	B&B	
BP	BOSNIAN PINE	PINUS HELDREICHII	6	6' TALL	B&B	
	ORNAMENTAL GROUNDCOVER					
WC	PURPLE LEAF WINTER CREEPER	EUONYMUS FORTUNEI VAR. 'COLORATUS'	12	1 GALLON		AS SHOWN
	ORNAMENTAL GRASSES					
FG	FOUNTAIN GRASS	PENNISETUM ALOPECUROIDES 'HAMELN'	30	1 GALLON		24" O.C.
SS	SHENANDOAH SWITCHGRASS	Panicum Virgatum 'shenandoah'	20	1 GALLON		24" O.C.

NOTE: QUANTITIES SHOWN IN TABLE ARE FOR REFERENCE ONLY; QUANTITIES SHOWN ON PLAN TAKE PRECEDENCE.

1 LANSCAPING PLAN
SCALE: 1" = 30'-0"

30' 15' 0 30'

N
TRUE NORTH

Kenneth Hahn Architects
1343 South 75th Street
Omaha, NE 68124-1610

No. | Description | Date

Project number	197-004
Date	XX SEPT 2020
Drawn by	KLM
Checked by	KJH

PUD - LOTS 2 AND 3

LANDSCAPING PLAN

SHEET NO.
LS-100

Jan 27, 2021 PUD_LS-100.dwg

LEGAL DESCRIPTION

LOT 2, GARY & DEBBIE PINK NO. 3, AN ADDITION TO THE CITY OF LA VISTA, AS SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA

FLOOD ZONE CLASSIFICATION

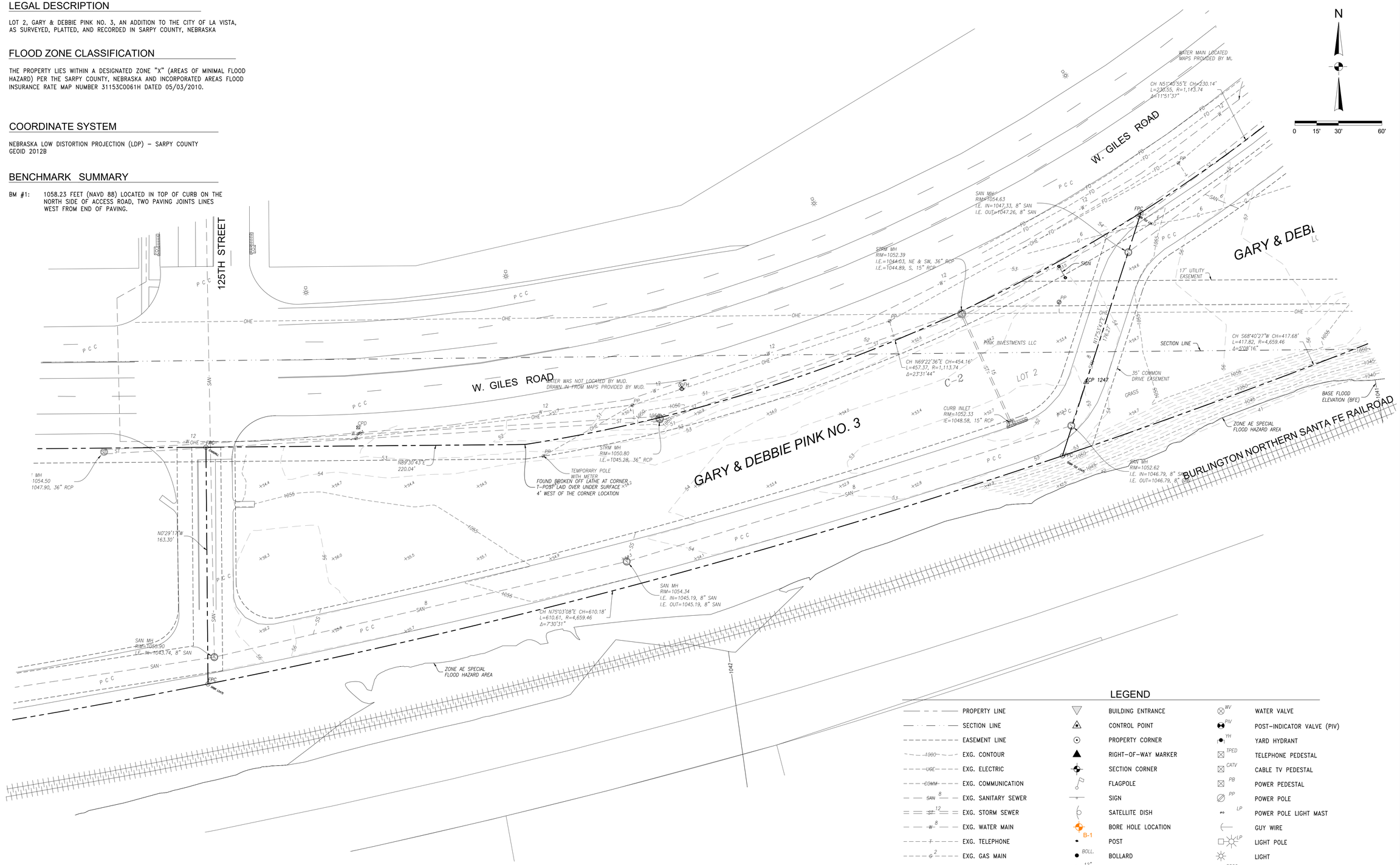
THE PROPERTY LIES WITHIN A DESIGNATED ZONE "X" (AREAS OF MINIMAL FLOOD HAZARD) PER THE SARPY COUNTY, NEBRASKA AND INCORPORATED AREAS FLOOD INSURANCE RATE MAP NUMBER 31153C0061H DATED 05/03/2010.

COORDINATE SYSTEM

NEBRASKA LOW DISTORTION PROJECTION (LDP) – SARPY COUNTY
GEOID 2012B

BENCHMARK SUMMARY

BM #1: 1058.23 FEET (NAVD 88) LOCATED IN TOP OF CURB ON THE NORTH SIDE OF ACCESS ROAD, TWO PAVING JOINTS LINES WEST FROM END OF PAVING.



LEGEND

PROPERTY LINE	BUILDING ENTRANCE	WV	WATER VALVE
SECTION LINE	CONTROL POINT	PIV	POST–INDICATOR VALVE (PIV)
EASEMENT LINE	PROPERTY CORNER	YH	YARD HYDRANT
EXG. CONTOUR	RIGHT–OF–WAY MARKER	TPED	TELEPHONE PEDESTAL
EXG. ELECTRIC	SECTION CORNER	CATV	CABLE TV PEDESTAL
EXG. COMMUNICATION	FLAGPOLE	PB	POWER PEDESTAL
EXG. SANITARY SEWER	SIGN	PP	POWER POLE
EXG. STORM SEWER	SATELLITE DISH	LP	POWER POLE LIGHT MAST
EXG. WATER MAIN	BORE HOLE LOCATION		GUY WIRE
EXG. TELEPHONE	POST	LP	LIGHT POLE
EXG. GAS MAIN	BOLLARD		LIGHT
EXG. PAVEMENT	STUMP	SSCO	SANITARY SEWER CLEANOUT
EXG. CENTERLINE	CONIFEROUS TREE	SSMH	SANITARY SEWER MANHOLE
EXG. WATERWAY	DECIDUOUS TREE	WMH	WATER MANHOLE
EXG. CHAIN LINK FENCE	BUSH	STMH	STORM SEWER MANHOLE
EXG. WOOD FENCE	MAILBOX	TMH	TELEPHONE MANHOLE
EXG. BARBED WIRE FENCE	FIRE HYDRANT	GMH	GAS MANHOLE
EXG. BUILDING	CURB STOP	CMH	COMMUNICATIONS MANHOLE
RAILROAD TRACKS	WATER METER		

UTILITY INFORMATION

EXISTING UTILITIES, UNDERGROUND STRUCTURES AND SERVICES WERE LOCATED FROM EXISTING OWNER RECORDS, MAPS AND ONE–CALL DIGGERS HOTLINE PAINT DESIGNATION LINES IN THE FIELD. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. VERIFICATION OF ALL UTILITIES AND SERVICES SHOULD BE OBTAINED FROM THE OWNER OF EACH RESPECTIVE UTILITY COMPANY PRIOR TO DESIGN, CONSTRUCTION AND EXCAVATION.

OLMSTED & PERRY
CONSULTING ENGINEERS INC.
10730 PACIFIC STREET SUITE 232
OMAHA, NEBRASKA

REVISIONS

PUD SUBMITTAL
LOT 2, GARY & DEBBIE PINK NO. 3
LA VISTA, NEBRASKA

TOPOGRAPHIC SURVEY

PROJECT NO. 18041
DATE FEBRUARY 24, 2020

SHEET NO. 1 of 1

[DPCE: Z:\Projects\K Hahn Arch\18041\dwg\survey 18041.dwg] [Plot Date: 5/28/2020 5:18 PM]

ITEM C

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 16, 2021 AGENDA

Subject:	Type:	Submitted By:
HARRISON HILLS REPLAT SEVEN – (REPLAT & SUBDIVISION AGREEMENT)	◆ RESOLUTIONS (2) ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

Resolutions have been prepared for the consideration of a final plat and subdivision agreement by applicant Streck, Inc. for approximately 30.1 acres located south of the intersection of S. 117th Street and Emiline Street. Lots 1 and 16 of Harrison Hills would be replatted into Lots 1 and 2 Harrison Hills Replat Seven for further development of the Streck campus and the addition of 84 units of multi-family housing.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

On December 15, 2020 City Council approved applications by Streck, Inc. for a Future Land Use Map amendment to the Comprehensive Plan and Rezoning, for the Streck Workforce Housing development that will include 84 apartments north of the new Streck campus development underway in Harrison Hills.

The Planning Commission reviewed the Replat on February 18, 2021, and unanimously recommended approval contingent upon on the resolution of the issues mentioned in the staff report, as the request is consistent with the Comprehensive Plan and the Subdivision Regulations.

A detailed staff report is attached.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOTS 1 AND 16 HARRISON HILLS, TO BE REPLATTED AS LOTS 1 AND 2 HARRISON HILLS REPLAT 7, A SUBDIVISION LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described property applied for approval of a replat for Lots 1 and 16 Harrison Hills, to be replatted as Lots 1 and 2 Harrison Hills Replat 7; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on February 18, 2021, the La Vista Planning Commission held a meeting and reviewed the replat and recommended approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the replat for Lots 1 and 16 Harrison Hills, to be replatted as Lots 1 and 2 Harrison Hills Replat 7, a subdivision located in the Northwest Quarter of Section 17, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located southeast of the intersection of 117th Street and Emiline Street, be, and hereby is, approved, subject to adoption and execution of the corresponding Subdivision Agreement amendment presented at this Council meeting.

PASSED AND APPROVED THIS 16TH DAY OF MARCH 2021.

CITY OF LA VISTA

ATTEST: Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN AMENDMENT TO THE SUBDIVISION AGREEMENT FOR LA VISTA CITY CENTRE.

WHEREAS, the City Council did on March 16, 2021, approve of La Vista City Centre Replat 7 subject to certain conditions; and

WHEREAS, the Subdivider, Streck Inc., as owner of the affected lots agreed to execute an amendment to the original Subdivision Agreement satisfactory in form and content to the City;

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute the same on behalf of the City, subject to any specified conditions of Council and any revisions that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 16TH DAY OF MARCH 2021.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA
PLANNING DIVISION
RECOMMENDATION REPORT

CASE NUMBERS: PRP20-0002;

FOR HEARING OF: MARCH 16, 2021
REPORT PREPARED ON: MARCH 8, 2021

I. GENERAL INFORMATION

A. APPLICANT:
Streck, Inc.
7002 S 109th Street
La Vista, NE 68128

B. PROPERTY OWNER:
Streck, Inc.
7002 S 109th Street
La Vista, NE 68128

C. LOCATION: 11725 S 118th Street; Generally located south of the intersection of S. 117th Street and Emiline Street.

D. LEGAL DESCRIPTION: Lots 1 and 16 Harrison Hills (to be replatted as Lots 1 and 2 Harrison Hills Replat 7).

E. REQUESTED ACTION(S): Approval of a Replat to allow for the construction and operation of a multi-family housing development on the proposed Lot 1 Harrison Hills Replat 7.

F. EXISTING ZONING AND LAND USE: R-3 – High-Density Residential, Gateway Corridor District (Overlay District), and Planned Unit Development; The site is currently vacant.

G. PURPOSE OF REQUEST: Consolidation of Lot 16 Harrison Hills into Lot 1 Harrison Hills and the division of Lot 1 Harrison Hills into two lots to allow for the development of multi-family housing units (apartments).

H. SIZE OF SITE: Approximately 3.03 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: The property slopes gradually downward to the south and to the west;

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

Direction From Subject Property	Future Land Use Designation	Current Zoning Designation	Surrounding Development
North	Commercial	C-3 Highway Commercial/Office Park District, Gateway Corridor District (Overlay District)	Vacant properties, Casey's under development, Restaurant Depot
East	High-Density Residential	R-3 High-Density Residential	Harrison Hills Apartments
South	Industrial	I-1 Light-Industrial	Stepper-ettes Dance, SalonCentric
West	Parks and Recreation	TA – Transitional Agriculture, Gateway Corridor District (Overlay District)	Vacant property, old sod farm property

C. RELEVANT CASE HISTORY:

1. A Planned Unit Development Site Plan was approved by Council on November 5, 2019 for Lots 1 and 16 Harrison Hills to prepare for the development of Streck, Inc.'s new facility.
2. Phase 1 of construction for Streck, Inc.'s new facility is nearing completion.
3. The subject property was rezoned to R-3 High Density Residential with PUD District and Gateway Corridor District overlays on December 15, 2020.

D. APPLICABLE REGULATIONS:

1. Section 3.07 of the Subdivision Regulations - Replats
2. Section 5.08 of the Zoning Regulations – R-3 High Density Residential.
3. Section 5.15 of the Zoning Regulations – PUD Planned Unit Development District (Overlay District).

III. ANALYSIS

A. COMPREHENSIVE PLAN:

1. The Future Land Use Map of the Comprehensive Plan currently designates the proposed Lot 1 as High-Density Residential and Lot 2 as Industrial.

B. OTHER PLANS: N/A.

C. TRAFFIC AND ACCESS:

1. Access to this property would be through Emiline Street, which connects to the arterial Harrison Street through

intersections at 115th, 117th, and 118th Street. These streets have sufficient capacity to handle the traffic demands of multifamily residential development.

2. A draft traffic memo has been submitted to the City that analyzes impacts to the traffic signals on Harrison Street. The memo has been forwarded to the City of Omaha for their review as the impacted traffic signal on Harrison Street is under the jurisdiction of Omaha.

D. UTILITIES:

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

E. PARKING REQUIREMENTS:

1. All developments will need to meet the minimum parking requirements of the underlying zoning district, unless as modified by the PUD site plan and ordinance for this area as amended.

F. LANDSCAPING:

1. The landscaping for any developments on this site will need to comply with the requirements of the Zoning Ordinance and of the Gateway Corridor Design Guidelines. Review letters from the City's Design Review Architect regarding the proposed landscaping plan are included for review.

IV. REVIEW COMMENTS:

A. Any traffic signal improvements required by the City of Omaha must be completed prior to the issuance of a Certificate of Occupancy and is addressed through the Subdivision.

B. In addition to the approval of Harrison Hills Replat 7 and prior to development, the applicant will be required to receive approval of the revised PUD Site Plan and Conditional Use Permit (CUP). The applicant will also be required to complete the design review process prior to commencement of development of the property.

C. The applicant will need to prepare a subdivision agreement with city staff prior to the review of the Replat by City Council.

V. STAFF RECOMMENDATION – REPLAT:

Staff recommends approval of the replat of Lots 1 and 16 Harrison Hills, being replatted as Lots 1 and 2 Harrison Hills Replat 7, contingent on the resolution of the issues mentioned in this staff report, as the request is consistent with the Comprehensive Plan and the Subdivision Regulations.

VI. PLANNING COMMMISSION RECOMMENDATION – REPLAT:

The Planning Commission held a meeting on February 18, 2021 and recommended approval of the replat of Lots 1 and 16 Harrison Hills, being replatted as Lots 1 and 2 Harrison Hills Replat 7, contingent on the

resolution of the issues mentioned in this staff report, as the request is consistent with the Comprehensive Plan and the Subdivision Regulations.

VII. ATTACHMENTS TO REPORT:

A. Vicinity Map
B. Staff Review Letters
C. Draft Replat map set

VIII. COPIES OF REPORT SENT TO:

A. Constance Ryan, Streck, Inc.
B. Caleb Snyder, Lamp Rynearson
C. Zach Reinhardt, Burlington Capital
D. Public Upon Request

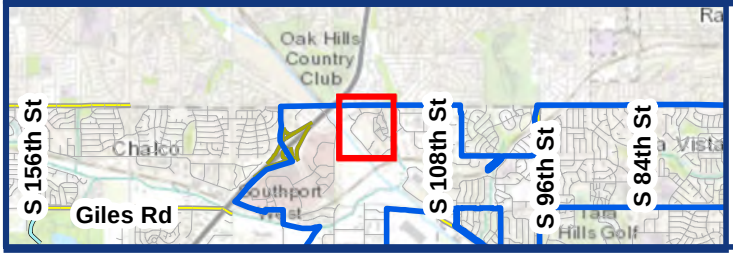
Prepared by: Deputy Community Development Director

3/8/2021

Community Development Director Date



Replat Vicinity Map



Streck, Inc.

Harrison Hills Replat 7

2/12/2021 CB

LA VISTA

LA VISTA

IMPROVE YOUR POINT OF VIEW.

December 23, 2020

Zach Reinhardt
Burlington Capital
1004 Farnam St. Ste 400
Omaha, NE 68102

RE: Harrison Hills Replat 7 – Initial Review Letter

Mr. Reinhardt,

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 Subdivision Regulations, the City has the following comments:

1. Section 3.07.03, Section 3.03.02 – Topography needs to be updated as to show current existing grades vs. proposed grading for the next phase.

2. Section 3.07.03, Section 3.03.03 – Phasing needs to be updated to show the existing phase, the proposed phase included in the housing project, and future phases of the project.

3. Section 3.07.03, Section 3.03.07 – Preliminary Plat exhibit needs to show existing structures within 200 feet of the property.

4. Section 3.07.03, Section 3.03.07 – Storm sewer linework needs to differentiate between the existing storm sewer system and the proposed storm sewer improvements as to show if existing storm sewer network will need to be modified to accommodate the contemplated site revisions.

5. Section 3.07.07, Section 3.03.13 – The limits of the flood way and floodplain in the vicinity of the property should be shown.

6. Section 3.07.03, Section 3.03.14 – Building setback lines are not shown on the submittal, however leaders with setback distances are shown in the PUD submittal.

7. Section 3.07.03, Section 3.03.15 – The Post Construction Storm Water Management Plan shows dry detention basin that will be conveying drainage from Lot 1 through a permanent storm sewer easement in Lot 2. The intent of the maintenance is unclear as to if Lot 1 will be required to contribute to the maintenance of the dry detention basin, or if Lot 2 will be solely responsible for the operation and maintenance of the BMP. If the intent is to have both lots share in the maintenance as a common area, this will need to be depicted, and a subdivision agreement is likely necessary.

8. Section 3.07.03, Section 3.03.15 – The legal description needs to include total acreage involved in the plat.

9. Section 3.07.03, Section 3.03.16 – Site currently has a Stormwater Pollution Prevention Plan (SWPPP) due to current phase of work, however, SW PPP will likely need to be revised as the grading and/or storm sewer design is revised.

10. Section 3.07.03, Section 3.03.19 – A revised traffic study was submitted for this project. As the signal at 118th and Harrison is owned and operated by the City of Omaha, and any signal, if installed, at the intersection of 115th/116th and Harrison Street would likely be owned and operated by the City of Omaha. The City of Omaha will need to review and approve the traffic study as revised.

11. Section 3.07.03, Section 3.05.18 – Please clarify if there is a lien holder for the property involved in the plat. If so, the Lien Holder Consent block shall be added to the Final Plat.

12. Section 3.07.03, Section 3.05.19 – As the Surveyor's Certification states that permanent makers will be set at all property corners, we will require a Staking Bond of $500.00 as to ensure that all property corners are set.

13. Section 3.07.03, Section 3.05.24 – Should the City of Omaha require public improvements related to the traffic study, we will require that you show the cost of any public improvements.

14. Section 3.07.03, Section 3.05.25 – Staff are currently reviewing the subdivision agreement that you submitted. Said agreement will need to be in acceptable form prior to action by City Council.

Please submit 4 full size revised copies of the plat and related documents (along with electronic copies) to the City for further review. A timeline for review by the Planning Commission and City Council will be determined based on the timing of the resubmittal and the extent to which the issues noted this review have been sufficiently addressed.

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

Thank you,

Christopher Solberg, AICP
Deputy Community Development Director

cc:

Caleb Snyder, Lamp Rynearson
Constance Ryan, Streck Inc.
Bruce Fountain, Community Development Director – City of La Vista
Pat Dowse, City Engineer – City of La Vista

LAMP RYNEARSON

January 25, 2021

14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154
[P] 402.496.2498
[F] 402.496.2730
LampRynearson.com

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

Reference: Streck, Inc. – Harrison Hills
Replat 7 Initial Review Submittal Comments
Project No.: 0118087.06-003

Dear Mr. Solberg:

Submitted herewith are our responses to the comments included in the City of La Vista's Harrison Hills Replat 7 initial review letter dated December 23, 2020 regarding the Streck, Inc. – Harrison Hills, Planned Unit Development submittal.

Review Comments:

1. Section 3.07.03, Section 3.03, 02 – Topography needs to be updated as to show current existing grades vs. proposed grading for the next phase.

   Response: The topography shown on the preliminary plat has been updated to show the site's existing grades. Exhibit G has been added to show the proposed grading for the housing phase.

2. Section 3.07.03, Section 3.03.03 – Phasing needs to be updated to show the existing phase, the proposed phase included in the housing project, and future phases of the project.

   Response: The phasing on Exhibits C-G has been updated to reflect the proposed phasing.

3. Section 3.07.03, Section 3.03.07 – Preliminary Plat exhibit needs to show existing structures within 200 feet of the property.

   Response: This has been added to the preliminary plat exhibit.

4. Section 3.07.03, Section 3.03.07 – Storm sewer linework needs to differentiate between the existing storm sewer system and the proposed storm sewer improvements as to show if existing storm sewer network will need to be modified to accommodate the contemplated site revisions.

   Response: This has been completed as requested.

5. Section 3.07.07, Section 3.03.13 – The limits of the flood way and floodplain in the vicinity of the property should be shown.

   Response: This has been completed as requested.

6. Section 3.07.03, Section 3.03.14 – Building setback lines are not shown on the submittal, however leaders with setback distances are shown in the PUD submittal.

   Response: The preliminary plat exhibit includes the city's minimum setback requirements for the proposed R-3 zoning and I-1 zoning. The proposed building setbacks are shown on the Exhibit C.

7. Section 3.07.03, Section 3.03.15 – The Post Construction Storm Water Management Plan shows dry detention basin that will be conveying drainage from Lot 1 through a permanent storm sewer easement in Lot 2. The intent of the maintenance is unclear as to if Lot 1 will be required to contribute to the maintenance of the dry detention basin, or if Lot 2 will be solely responsible for the operation and maintenance as a common area, this will need to be depicted, and a subdivision agreement is likely necessary.

   Response: The maintenance of the dry detention basin will be outlined in the subdivision agreement.

8. Section 3.07.03, Section 3.03.15 – The legal description needs to include total acreage involved in the plat.

   Response: The total acreage is included in the legal description on both the preliminary and final plat exhibits.

9. Section 3.07.03, Section 3.03.16 – Site currently has a Stormwater Pollution Prevention Plan (SWPPP) due to current phase of work, however, SWPPP will likely need to be revised as the grading and/or storm sewer design is revised.

   Response: Agreed, the SWPPP will be updated once the housing phase design has been finalized.

10. Section 3.07.03, Section 3.03.19 – A revised traffic study was submitted for this project. As the signal at 118th and Harrison is owned and operated by the City of Omaha, and any signal, if installed, at the intersection of 115th/116th and Harrison Street would likely be owned and operated by the City of Omaha. The City of Omaha will need to review and approve the traffic study as revised.

    Response: The revised traffic memo has been submitted to the City of Omaha for their review and comment.

11. Section 3.07.03, Section 3.03.18 – Please clarify if there is a lien holder for the property involved in the plat. If so, the Lien Holder Consent block shall be added to the Final Plat.

    Response: There is no lien holder on the property.

12. Section 3.07.03, Section 3.05.19 – As the Surveyor's Certification states that permanent maker will be set at all property corners, we will require a Staking Bond of $500.00 as to ensure that all property corners are set.

    Response: A staking bond will be provided prior to action by City Council.

13. Section 3.07.03, Section 3.05.24 – Should the City of Omaha require public improvements related to the traffic study, we will require that you show the cost of any public improvements.

Response: Agreed.

14. Section 3.07.03, Section 3.05.25 – Staff are currently reviewing the subdivision agreement that you submitted. Said agreement will need to be in acceptable form prior to action by City Council.

    Response: Agreed.

Four (4) copies of each of the following documents are included with this submittal:

1. Harrison Hills Replat 7 Preliminary Plat;
2. Harrison Hills Replat 7 Final Plat;
3. Subdivision Agreement Exhibit A – Final Plat;
4. Subdivision Agreement Exhibit B – Conditional Use Permit Operating Statement;
5. Subdivision Agreement Exhibit C – "PUD" Site Plan;
6. Subdivision Agreement Exhibit D – Landscape Plan;
7. Subdivision Agreement Exhibit E – Post Construction Storm Water Management Plan;
8. Subdivision Agreement Exhibit F – Utility Plan; and
9. Subdivision Agreement Exhibit G – Grading Plan.

Please call if you have any questions or concerns regarding this submittal.

Sincerely;

LAMP RYNEARSON, INC.

Caleb M. Snyder, P.E.
Project Manager

Enclosures

c: John Noble, Streck, Inc.
Zach Reinhardt, Burlington Capital
Tom Zuk, Holland Basham Architects
David Warner, Holland Basham Architects

LA VISTA

IMPROVE YOUR POINT OF VIEW.

February 8, 2021

Zach Reinhardt
Burlington Capital
1004 Farnam St. Ste 400
Omaha, NE 68102

RE: Harrison Hills Replat 7 – 2nd Review Letter

Mr. Reinhardt,

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 Subdivision Regulations, the City has the following comments:

1. Section 3.07.03, Section 3.03.07 – Preliminary Plat exhibit needs to show existing structures within 200 feet of the property. Most structures have been added, however the structures on Lot 3 Harrison Hills and Lot 1 Harrison Hills Replat 6 are still not represented.

2. Section 3.07.03, Section 3.03.19 – A revised traffic study was submitted for this project. Staff will be in contact with the City of Omaha prior to approval of the subdivision agreement to discuss any potential changes, if necessary, that need to be addressed within the agreement.

3. Section 3.07.03, Section 3.05.19 – If a staking bond is provided, as stated in the response letter, this will only have to be provided at the time of the provision of mylars after the plat's approval.

Other than the issues stated within this letter, staff is in approval of the Replat Plan Set and have added the application to the February 18th Planning Commission meeting agenda.

Please forward to the City 15 copies of the Replat Plan Set, along with an electronic copy, close of business on Wednesday, February 10, 2021 for compilation of Planning Commission packets.

The Planning Commission meeting will be held on Thursday, February 18th, 2021 at 6:30pm in the Council Chambers at La Vista City Hall located at 8116 Park View Blvd. Please have someone in attendance to present the application and to answer any questions the Planning Commission may have.

For those in attendance, we ask that they adhere to the City of La Vista mask mandate and other general social distancing norms in relation to the current pandemic.

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

Thank you,

Christopher Solberg, AICP
Deputy Community Development Director

cc:

Caleb Snyder, Lamp Rynearson
Constance Ryan, Streck Inc.
Bruce Fountain, Community Development Director – City of La Vista
Pat Dowse, City Engineer – City of La Vista

LAMP RYNEARSON

January 25, 2021

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

Reference: Streck, Inc. – Harrison Hills
Replat 7 Initial Review Submittal Comments
Project No.: 0118087.06-003

Dear Mr. Solberg:

Submitted herewith are our responses to the comments included in the City of La Vista's Harrison Hills Replat 7 initial review letter dated December 23, 2020 regarding the Streck, Inc. – Harrison Hills, Planned Unit Development submittal.

Review Comments:

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2. Section 3.07.03, Section 3.03.03 – Phasing needs to be updated to show the existing phase, the proposed phase included in the housing project, and future phases of the project.

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4. Section 3.07.03, Section 3.03.07 – Storm sewer linework needs to differentiate between the existing storm sewer system and the proposed storm sewer improvements as to show if existing storm sewer network will need to be modified to accommodate the contemplated site revisions.

   Response: This has been completed as requested.

5. Section 3.07.07, Section 3.03.13 – The limits of the flood way and floodplain in the vicinity of the property should be shown.

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   Response: The preliminary plat exhibit includes the city's minimum setback requirements for the proposed R-3 zoning and I-1 zoning. The proposed building setbacks are shown on the Exhibit C.

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   Response: The maintenance of the dry detention basin will be outlined in the subdivision agreement.

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    Response: The revised traffic memo has been submitted to the City of Omaha for their review and comment.

11. Section 3.07.03, Section 3.03.18 – Please clarify if there is a lien holder for the property involved in the plat. If so, the Lien Holder Consent block shall be added to the Final Plat.

    Response: There is no lien holder on the property.

12. Section 3.07.03, Section 3.05.19 – As the Surveyor's Certification states that permanent maker will be set at all property corners, we will require a Staking Bond of $500.00 as to ensure that all property corners are set.

    Response: A staking bond will be provided prior to action by City Council.

13. Section 3.07.03, Section 3.05.24 – Should the City of Omaha require public improvements related to the traffic study, we will require that you show the cost of any public improvements.

Response: Agreed.

14. Section 3.07.03, Section 3.05.25 – Staff are currently reviewing the subdivision agreement that you submitted. Said agreement will need to be in acceptable form prior to action by City Council.

    Response: Agreed.

Four (4) copies of each of the following documents are included with this submittal:

1. Harrison Hills Replat 7 Preliminary Plat;
2. Harrison Hills Replat 7 Final Plat;
3. Subdivision Agreement Exhibit A – Final Plat;
4. Subdivision Agreement Exhibit B – Conditional Use Permit Operating Statement;
5. Subdivision Agreement Exhibit C – "PUD" Site Plan;
6. Subdivision Agreement Exhibit D – Landscape Plan;
7. Subdivision Agreement Exhibit E – Post Construction Storm Water Management Plan;
8. Subdivision Agreement Exhibit F – Utility Plan; and
9. Subdivision Agreement Exhibit G – Grading Plan.

Please call if you have any questions or concerns regarding this submittal.

Sincerely;

LAMP RYNEARSON, INC.

Caleb M. Snyder, P.E.
Project Manager

Enclosures

c: John Noble, Streck, Inc.
Zach Reinhardt, Burlington Capital
Tom Zuk, Holland Basham Architects
David Warner, Holland Basham Architects

LAMP RYNEARSON

14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154
[P] 402.496.2498
[F] 402.496.2730
LampRynearson.com

VIA Email

March 3, 2021

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

Reference: Streck, Inc. – Harrison Hills
Replat 7 – 2nd Review Submittal Comments
Project No.: 0118087.06-003

Dear Mr. Solberg:

Submitted herewith are our responses to the comments included in the City of La Vista's Harrison Hills Replat 7 2nd review letter dated February 8, 2021, regarding the Streck, Inc. – Harrison Hills, Replat 7 submittal.

Review Comments:

1. Section 3.07.03, Section 3.03.07 – Preliminary Plat exhibit needs to show existing structures within 200 feet of the property. Most structures have been added, however the structures on Lot 3 Harrison Hills and Lot 1 Harrison Hills Replat 6 are still not represented.

   Response: The requested structures have been added as requested.

2. Section 3.07.03, Section 3.03.19 – A revised traffic study was submitted for this project. Staff will be in contract with the City of Omaha prior to approval of the subdivision agreement to discuss any potential changes, if necessary, that need to be addressed within the agreement.

   Response: No additional comment.

3. Section 3.07.03, Section 3.05.19 – If a staking bond is provided, as stated in the response letter, this will only have to be provided at the time of the provision of mylars after the plat's approval.

   Response: A staking bond has been provided to the city.

PDF copies of each of the following documents are included with this submittal:

1. Harrison Hills Replat 7 Preliminary Plat;
2. Harrison Hills Replat 7 Final Plat;
3. Subdivision Agreement Exhibit A – Final Plat;
4. Subdivision Agreement Exhibit B – Conditional Use Permit Operating Statement;
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Please call if you have any questions or concerns regarding this submittal.

Sincerely;

LAMP RYNEARSON, INC.

Caleb M. Snyder, P.E.
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David Warner, Holland Basham Architects

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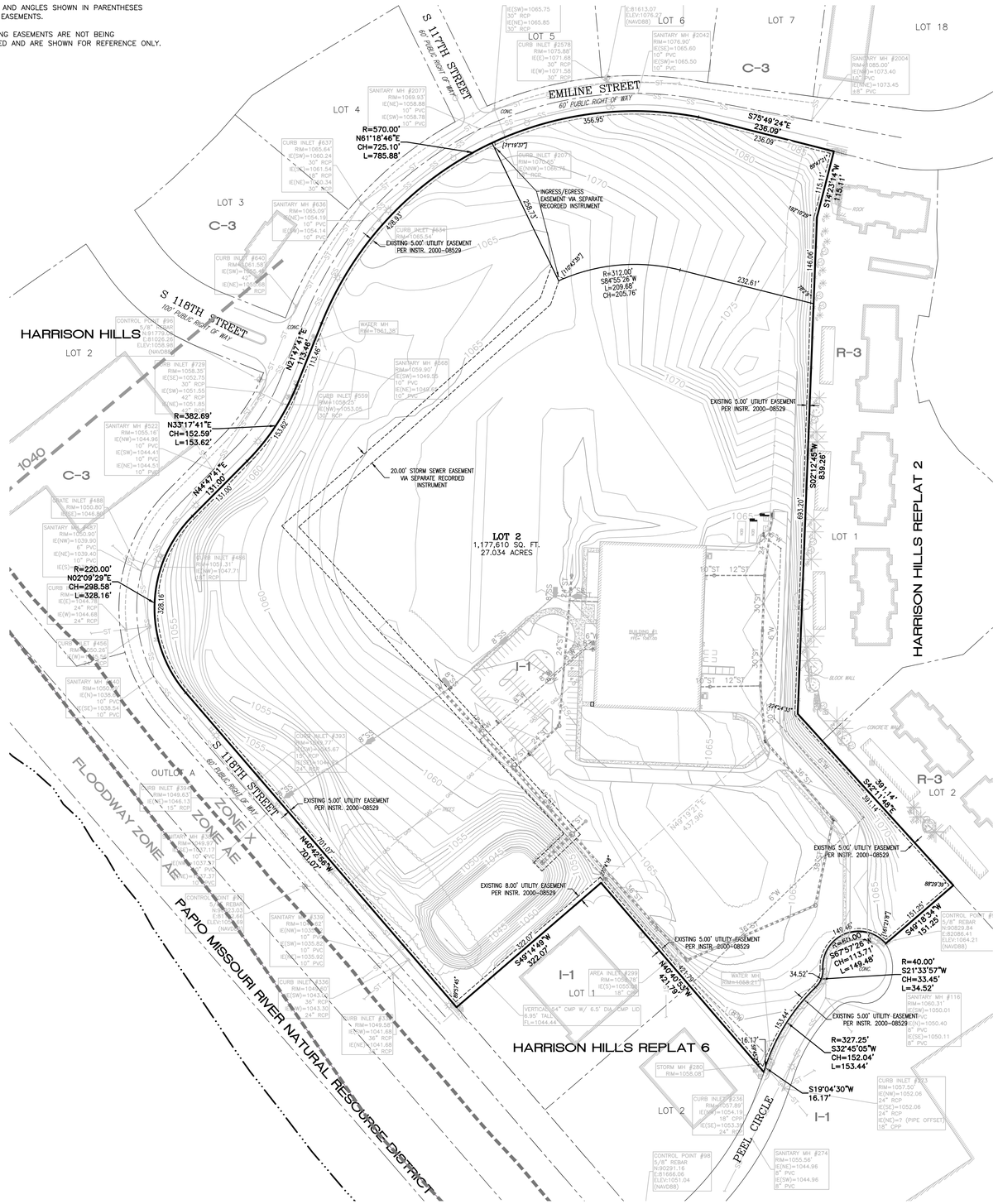
HARRISON HILLS REPLAT 7

LOTS 1 AND 2

BEING A REPLATTING OF LOTS 1 AND 16, HARRISON HILLS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA

NOTES

1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
2. ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
3. ALL ANGLES ARE 90° UNLESS NOTED.
4. ALL LOT LINES ON CURVED STREETS ARE RADIAL UNLESS OTHERWISE NOTED WITH AN ANGLE ADJACENT TO THE CURVE, MEASURED TO THE CHORD AND SHOWN IN BRACKETS.
5. DISTANCES AND ANGLES SHOWN IN PARENTHESES REFER TO EASEMENTS.
6. ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.



LOCATED IN:
NW 1/4 NW 1/4 SEC. 17, T14N, R12E
NE 1/4 NW 1/4 SEC. 17, T14N, R12E
SW 1/4 NW 1/4 SEC. 17, T14N, R12E
SE 1/4 NW 1/4 SEC. 17, T14N, R12E

0 100 200

LEGEND

- BOUNDARY LINE
- EXISTING LOT LINE
- EASEMENT LINE
- ASSUMED CURB
- SS — SANITARY SEWER
- ST — STORM SEWER
- G — GAS
- AC UNIT
- AREA INLET ROUND
- CABLE TV PULL BOX
- CABLE TV RISER
- CONIFEROUS TREE
- CONTINUE SYMBOL
- CONTROL POINT
- CURB INLET
- DECIDUOUS TREE
- FIRE HYDRANT
- GRATE INLET
- INFORMATION SIGN
- LIGHT POLE
- MANHOLE
- POWER METER
- POWER PULL BOX
- POWER RISER
- POWER TRANSFORMER
- CORNERS FOUND
- SPRINKLER VALVE BOX
- STREET LIGHT
- TELEPHONE RISER
- UNIDENTIFIED PULL BOX
- UNIDENTIFIED RISER
- WATER MANHOLE
- WATER VALVE
- BUILDING
- FENCE
- IE — INVERT ELEVATION
- FL — FLOW LINE
- M — MEASURED DIMENSIONS
- FLOOD ZONE
- BASE FLOOD
- FEMA STREAM LINE

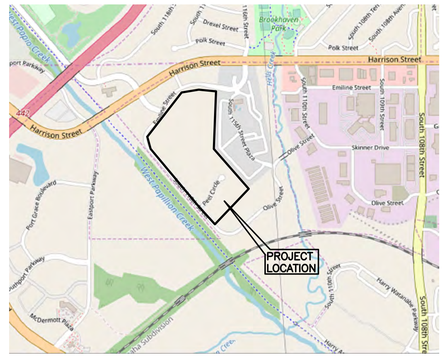
CONTROL NOTE

– HORIZONTAL DATUM IS BASED ON THE SARPY COUNTY LOW DISTORTION COORDINATE SYSTEM.

– VERTICAL DATUM IS BASED ON NAVD88 (GEOID–12A).

UTILITY NOTES

1. THIS DRAWING INCLUDES OBSERVED EVIDENCE OF SERVICES AND UTILITIES EVIDENT AT THE TIME OF SURVEY ONLY. NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY THE SURVEYOR FOR THE FAILURE TO SHOW ANY BURIED SERVICE AND/OR UTILITY LINES EVEN THOUGH THEY MAY EXIST. CONTACT "ONE CALL" (1–800–331–5666) PRIOR TO ANY EXCAVATION ON THIS SITE.



VICINITY MAP

LEGAL DESCRIPTION

LOT 1 AND LOT 16, HARRISON HILLS, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

CONTAINS 30.065 ACRES.

OWNER/ APPLICANT

STRECK, INC., A NEBRASKA CORPORATION
7002 S 109TH STREET
LA VISTA, NEBRASKA 68128

ENGINEER

LAMP RYNEARSON
14710 WEST DODGE ROAD, SUITE 100
OMAHA, NEBRASKA 68154–2027

ZONING

EXISTING: I–1

PROPOSED: R–3, HIGH DENSITY RESIDENTIAL, PUD AND GWC OVERLAY
LOT 1 – 3.031 ACRES

I–1 LIGHT INDUSTRIAL, PUD AND GWC OVERLAY
LOT 2 – 27.034 ACRES
TOTAL AREA – 30.065 ACRES

POWER: OMAHA PUBLIC POWER DISTRICT
444 SOUTH 16TH STREET MALL
OMAHA, NE 68102–2247

WATER: METROPOLITAN UTILITIES DISTRICT
3100 SOUTH 61ST AVENUE
OMAHA, NE 68106–3621

GAS: BLACK HILLS ENERGY
501 WEST 6TH STREET
PAPILLION, NEBRASKA 68046

FLOOD ZONE

ZONE X
AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN AS ILLUSTRATED BY FLOOD INSURANCE RATE MAP (FIRM), DOUGLAS COUNTY, NEBRASKA.

MAP NUMBER 31153C0055H
MAP EFFECTIVE DATE: MAY 3, 2010
COMMUNITY NUMBER: 310192 0055 H

MAP NUMBER 31153C0061H
MAP EFFECTIVE DATE: MAY 3, 2010
COMMUNITY NUMBER: 310192 0061 H

MAP NUMBER 31153C0062H
MAP EFFECTIVE DATE: MAY 3, 2010
COMMUNITY NUMBER: 310192 0062 H

FLOOD ZONE REQUIREMENTS MAY BE SUBJECT TO CHANGE OR MODIFICATION BY THE LOCAL GOVERNING AUTHORITY. CONTACT THE LOCAL FLOOD PLAIN MANAGER OR OTHER APPROPRIATE OFFICIAL TO DISCOVER LOCAL ORDINANCES OR CHANGES IN REGULATIONS, FUTURE OR PROPOSED.

CITY OF LA VISTA ZONING ORDINANCE
SECTION 5.08 R–3 HIGH DENSITY RESIDENTIAL

5.08.05 Height and Lot Requirements:

5.08.05.01 The height and minimum lot requirements shall be follows:

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Building Coverage
Townhouses/Condominiums[4]	2,500 per unit	25' per unit	30'	10'[3]	30'	35'	40%
Multi-family Dwelling[3]	2,250 per unit	100'	30'	([3])	30'	45'[1]	40%
Other Permitted Uses	8,500	75'	30'	10'	30'	35'	30%
Other Conditional Uses	8,500	75'	30'	10'	30'	45'	30%
Publicly owned and operated facilities[6]	-	-	-	-	-	-	-
Accessory Buildings	-	-	50'	5'	5'	17'	10%[2]

CITY OF LA VISTA ZONING ORDINANCE
SECTION 5.13 I–1 LIGHT INDUSTRIAL

5.13.05 Height and Lot Requirements:

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

Use	Lot Area (SF)[2]	Lot Width[2]	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Lot Coverage
Permitted Uses	10,000	*100*	35'[1]	30'	25'	45'	65%
Permitted Conditional Uses	10,000	*100*	35'[1]	30'	25'	45'	65%
Accessory Buildings	-	-	70'	10'	10'	25'	20%

1 35' front yard setback required only when no parking is present in the front yard. If parking is located in the front yard then front yard setback is a minimum of sixty (60) feet.

2 ***Lots created before January 1, 2008 may have a minimum Lot Area of 10,000 square feet and may have less than the minimum 100 feet lot width. (Ordinance No. 1053, 1-15-08)***

LAMP RYNEARSON
14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

WILLIAM E. KNIGHT
LS-566

PRELIMINARY PLAT

HARRISON HILLS REPLAT 7 (LOTS 1 AND 2)
SARPY COUNTY, NEBRASKA

811 Know what's below. Call before you dig.

ALL UTILITIES ARE SHOWN BASED ON SURVEY INFORMATION AVAILABLE TO THE ENGINEER. THERE IS NO GUARANTEE ALL FACILITIES ARE SHOWN OR THAT THE LOCATION, DEPTH, AND SIZE OF EACH FACILITY IS CORRECT. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES AND SERVICE LINES PRIOR TO CONSTRUCTION.

REVISIONS

DESIGNER / DRAFTER
ELISE MOLLAK
DATE
12-7-2020
PROJECT NUMBER
0118087.03-004
BOOK AND PAGE
18087, 1-9

SHEET
1 OF 1

L:\Engineering\0118087 Streck Lots1\SURVEY\DRAWINGS\0118087-FP.dwg, 3/2/2021 8:08:56 AM, ELISE A. MOLLAK, LAMP RYNEARSON

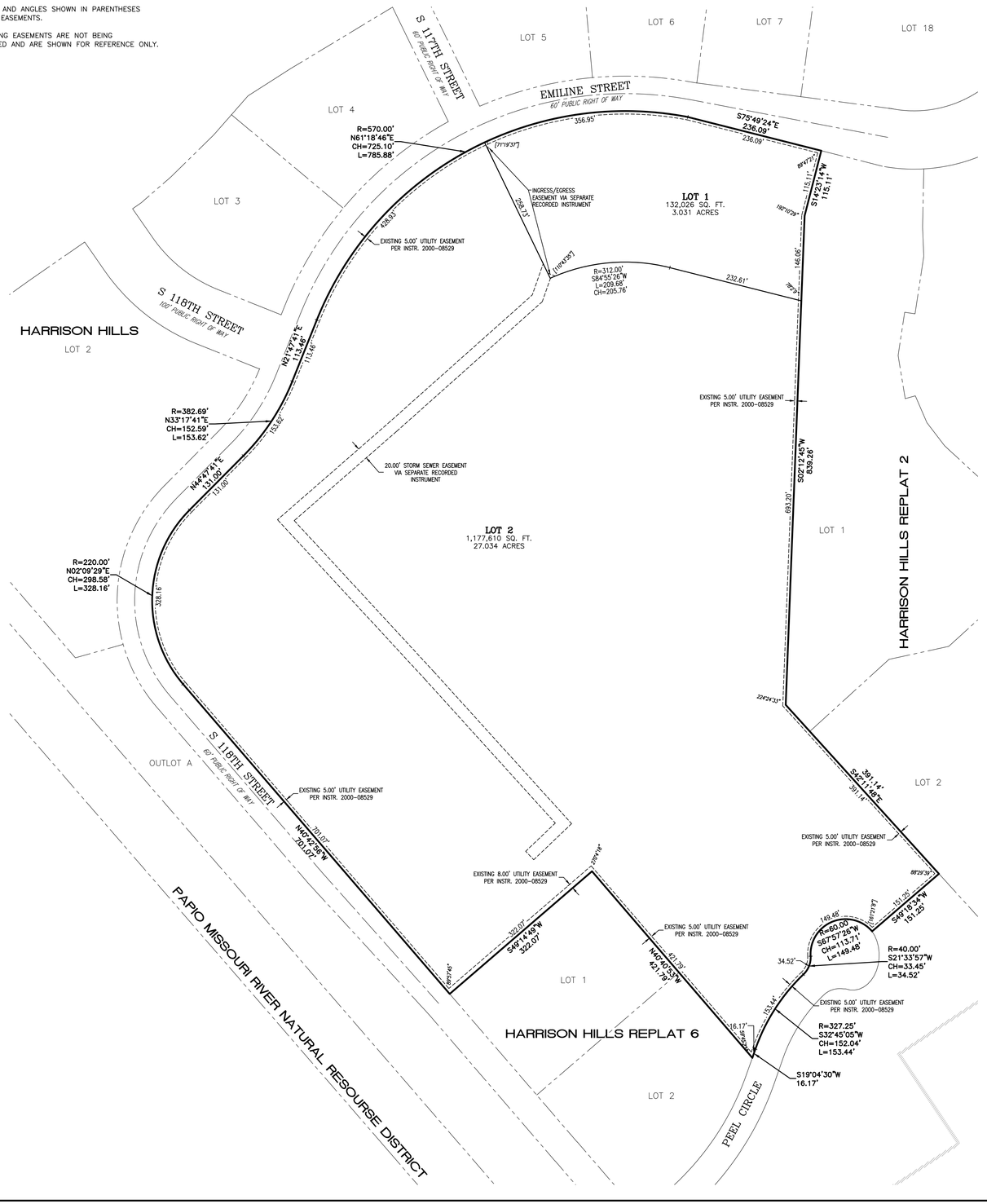
HARRISON HILLS REPLAT 7

LOTS 1 AND 2

BEING A REPLATTING OF LOTS 1 AND 16, HARRISON HILLS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA

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NE 1/4 NW 1/4 SEC. 17, T14N, R12E
SW 1/4 NW 1/4 SEC. 17, T14N, R12E
SE 1/4 NW 1/4 SEC. 17, T14N, R12E

LEGEND
- BOUNDARY LINE
- EXISTING LOT LINE
- EASEMENT LINE

LAND 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 AT ALL LOT CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES WITHIN THE SUBDIVISION TO BE KNOWN AS HARRISON HILLS REPLAT 7, LOTS 1 AND 2, BEING A REPLATTING OF LOTS 1 AND 16, HARRISON HILLS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

CONTAINING 30.065 ACRES MORE OR LESS.

NEBRASKA REGISTERED LS-566 LAND SURVEYOR WILLIAM E. KNIGHT

WILLIAM E. KNIGHT, R.L.S. 566

DATE

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT WE, STRECK INC., A NEBRASKA CORPORATION, OWNERS OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN HEREON, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS HARRISON HILLS REPLAT 7, LOTS 1 AND 2; DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT; AND DO HEREBY GRANT THE EASEMENTS AS SHOWN HEREON. WE DO HEREBY GRANT TO THE GRANTEES, THEIR SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS, THE PERMANENT RIGHT TO ENTER AND USE, FROM TIME TO TIME, THE EASEMENT AREAS, SHOWN HEREON FOR THE STATED PURPOSE, FOR INGRESS AND EGRESS IN THE CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES; PROVIDED, HOWEVER, THERE IS RESERVED TO THE GRANTOR, AND TO THE GRANTOR'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREA. THIS GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT PASS, NOR BE CONSTRUED TO PASS, TO THE GRANTEE IN FEE SIMPLE INTEREST OR TITLE OF THE EASEMENT AREAS. ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM.

GRANTS OF EASEMENTS

FOR POWER AND COMMUNICATIONS

PERPETUAL EASEMENTS SHALL BE GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND ANY TELECOMMUNICATIONS ENTITY OR OTHER CORPORATION TRANSMITTING COMMUNICATION SIGNALS AUTHORIZED TO USE THE CITY STREETS, 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 AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AND AN EIGHT-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS. 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.

FOR WATER AND GAS

PERPETUAL EASEMENTS SHALL BE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, AND ANY NATURAL GAS PROVIDER, AND 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-WIDE STRIP OF LAND ABUTTING ALL STREET FRONTAGES OF ALL LOTS. 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.

STRECK INC., A NEBRASKA CORPORATION, OWNER

CONSTANCE RYAN

(PRINTED TITLE)

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

____ DAY OF _____, 20____

BY CONSTANCE RYAN, _____ OF
(PRINTED TITLE)

STRECK INC., A NEBRASKA CORPORATION, ON BEHALF OF THE CORPORATION.

SIGNATURE OF NOTARY PUBLIC

SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR NOR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, THIS

____ DAY OF _____, 20____

SARPY COUNTY TREASURER

APPROVAL OF THE CITY OF LA VISTA PLANNING COMMISSION

THIS PLAT OF HARRISON HILLS REPLAT 7, LOTS 1 AND 2 WAS APPROVED BY THE LA VISTA PLANNING COMMISSION THIS

____ DAY OF _____, 20____

CHAIRPERSON, LA VISTA PLANNING COMMISSION

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF HARRISON HILLS REPLAT 7, LOTS 1 AND 2 WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS

____ DAY OF _____, 20____

SARPY COUNTY SURVEYOR/ENGINEER

ACCEPTANCE BY LA VISTA CITY COUNCIL

THIS PLAT OF WOODHOUSE PLACE, LOTS 1 AND 2 WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ON THIS

____ DAY OF _____, 20____

IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

DOUGLAS KINDIG, MAYOR
ATTEST:

PAM BUETHE, CITY CLERK

EXHIBIT A

LAMP RYNEARSON
14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

WILLIAM E. KNIGHT
LS-566

FINAL PLAT

HARRISON HILLS REPLAT 7 (LOTS 1 AND 2)
SARPY COUNTY, NEBRASKA

811 Know what's below. Call before you dig.
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REVISIONS

DESIGNER / DRAFTER
ELISE MOLLAK
DATE
12-7-2020
PROJECT NUMBER
0118087.03-004
BOOK AND PAGE
18087, 1-9

SHEET
1 OF 1

L:\Engineering\0118087 Streck Lots\SURVEY\DRAWINGS\0118087-FP.dwg, 3/2/2021 8:07:33 AM, ELISE A. MOLLAK, LAMP RYNEARSON

SUBDIVISION AGREEMENT
Harrison Hills Replat 7 Lots 1 & 2
S 117th St & Emmi ne St
R-3, High Density Residential PUD GWC
I-1, Light Industrial PUD GWC
(Private Financing)

THIS SUBDIVISION AGREEMENT (the "Agreement") is made this 16th day of March, 2021, by and between Streck, Inc. a Nebraska limited liability company, (hereinafter referred to as "Subdivider"), and the CITY OF LA VISTA, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City"). Subdivider and the City are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Streck, Inc, a Nebraska limited liability company, ("Applicant") submitted applications to replat and develop, the property to be platted or replatted as Lots 1-2, Harrison Hills Replat 7, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska ("Lots 1-2") as is more particularly shown on the Final Plat (the "Plat," "Final Plat," or "Replat") attached hereto as Exhibit "A" as finally approved by the City Council, and which is located outside of the corporate limits of the City but within the City's zoning and platting jurisdiction ("Property");

WHEREAS, Subdivider, has acquired and is sole owner of the Property and desires to develop and operate it in a unified, compatible manner as a mixed use development. Specifically, Subdivider through one or more Related Entities (defined below) desires to develop, construct, own, and operate in a unified, compatible manner Private Improvements on the Property, including without limitation the following:

a. Own, develop and operate through a Related Entity (defined below) Lot 1 as an 84 unit multifamily complex comprised of three multifamily buildings and a clubhouse,
b. Own, develop and operate through a Related Entity (defined below) Lot 2 as a multi-phased business campus, and

all as presented to the City Council by or on behalf of the Applicant and Subdivider in connection with the request for approval of the Plat, PUD Plan Amendment and Conditional Use Permit and as finally approved;

WHEREAS, Subdivider has agreed to meet all applicable conditions and requirements of the City's platting, development and zoning laws, regulations and requirements, including without limitation those that are set forth in the City's Zoning Ordinance, Subdivision Regulations, PUD Plan, Conditional Use Permits, Building Code and this Agreement;

WHEREAS, Subdivider has requested the City approve the Plat and approve the rezoning of Lots 1 to R-3, High Density Residential PUD, with the Gateway Corridor Overlay (GWC), and Lots 2 I-1 PUD, with the Gateway Corridor Overlay (GWC).

WHEREAS, in order to develop Lots 1-2 in the way it wishes, Subdivider must grade, create, construct and maintain certain topographic and surface conditions and provide for surface water detention within the Subdivision in accordance with applicable requirements;

DRAFT

WHEREAS, Subdivider has requested that the City approve the Plat and approve the connection of the Subdivision to existing sanitary sewer and storm drainage systems;

WHEREAS, Subdivider will build all public improvements and private improvements as described in this Agreement;

WHEREAS, Subdivider requested approval of the Plat, subject to the following provisions of the City of La Vista Zoning Ordinance: Section 5.08 (pertaining to R-3 High Density Residential District), Section 5.13 (pertaining to I-1 Light Industrial District) Section 5.15 (pertaining to PUD), Section 5.17.06 (Gateway Corridor Overlay District), and Article 6 (pertaining to Conditional Use Permits), and has agreed to meet all conditions of development and other requirements of said zoning set forth in this Agreement; and

WHEREAS, the Parties wish to agree upon various matters pertaining to the construction of the private improvements and public improvements within or serving the Subdivision as provided by this Agreement, and other matters pertaining to the development of the Subdivision and health, safety and welfare of the City, Subdivision, their inhabitants and the public as set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

1. Definitions

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

A. "Agreement" shall mean this document entitled "Subdivision Agreement" and all Exhibits hereto.

B. "Conditional Use Permits" shall refer to those certain conditional use permits for multi-family residential housing facilities on Lot 1, an initial draft of which is attached hereto as Exhibit "B," in form and content as finally approved by the City Council and executed by the parties.

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

D. The "cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs, financing costs, and other costs of achieving completion, acceptance and financing of the project or work and miscellaneous costs.

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

DRAFT

F. "Improvements" or "Infrastructure" shall mean, to the extent located within the Subdivision or required herein for or in connection with development of the Subdivision, any and all facilities constructed, installed, or otherwise implemented on or in the vicinity of the Property, including without limitation, Subdivision entrances, facilities for the purpose of providing access or services of any type or description to or from the Subdivision or serving facilities or properties within or serving the Subdivision, ingress and egress to and from the Subdivision, construction of paving, enhancements or reconstruction of existing paving, installation or construction of traffic signalization or other street improvements, and construction of storm sewers, sanitary sewers, outfall sewers, and access thereto, drainage and drainage retention, culverting, street lighting, and any other infrastructure or improvements, together with utility systems and easements for or otherwise in connection with any improvements or the maintenance, replacement or repair thereof where required.

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

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

H. "Plat" or "Final Plat," or "Replat," unless a contrary intent is indicated, shall mean the plat attached as Exhibit "A," as finally approved by the City Council.

I. "PUD Plan" shall mean the Planned Unit Development Plan for the Subdivision, including, but not limited to, the Planned Unit Development Site Plan and Landscaping Plan attached as Exhibits "C" and "D," as finally approved by the City.

J. "Related Entity" shall mean all entities that Subdivider uses to develop, construct, own, and operate facilities, improvements, and parts of the Property as described in this Agreement, and with respect to which Subdivider shall have an ownership interest and be a manager.

DRAFT

K. "Subdivider's Engineer" shall mean Lamp Rynearson, which shall be the principal contact entity with the City in engineering matters.

L. "Subdivision" shall mean the Property consisting of approximately 30.065 acres of land described in Exhibit "A" hereto.

M. "Subdivider" shall mean Streck, Inc. a Nebraska limited liability company.

0. "Private Improvements" shall mean all improvements described in this Agreement or otherwise constructed on the Property, other than Public Improvements.

2 Construction/Installation of Improvements Authorized.

The Subdivider, in addition to any other improvements specified by this Agreement, shall construct or install, or cause to be constructed or installed, the following improvements upon or in the vicinity of the Property, including without limitation necessary water, sanitary sewer, and surface water drainage to or from existing or planned facilities, and no funds, assets or other resources or credit of the District or the City shall be expended, loaned, applied or otherwise used by or for the benefit of the Subdivision, Subdivider or any Improvements, or any fee, cost or expense described or related to any matter described in this Agreement, except as expressly authorized in advance by the City in writing:

A. Storm Water Detention.

(1) A drainage study for the Subdivision based on development of Lots 1-2 has been completed the results of which include projections regarding storm water drainage from the Subdivision after it is developed, including construction of storm water detention facilities within the Subdivision ("Projected Post-Development Drainage"). Subdivider certifies that, to the best of its knowledge, the Drainage Study is current, accurate and complete and that actual drainage from the Subdivision during and after development of the Subdivision will not exceed Projected Post-Development Drainage; provided, however, that Subdivider shall not be responsible for increased drainage from the Subdivision caused by improvements upstream of the Subdivision that are initiated and completed after the Drainage Study was completed, are beyond the control of Subdivider and materially increase the amount of storm water drainage flowing into the Subdivision. Subdivider, at its cost, agrees to construct no later than the date(s) specified in or determined in accordance with Subsection 13(A)(l) the storm water detention basins and associated storm sewer piping and related improvements in accordance with the Post Construction Storm Water Management Plan and Utility Plan, attached hereto as Exhibits "E" and “F”. Subdivider, subject to any applicable permit, agreement or other requirement, shall connect to the existing storm sewer system. Storm water detention facilities and improvements are a Land Utilization and Preparation Cost within the meaning of Section 1 hereof and shall be constructed at Subdivider's expense. If actual drainage from the Subdivision during or after development exceeds Projected Post-Development Drainage, Subdivider, at its cost, shall take such additional actions within the Subdivision as are necessary or appropriate to reduce actual drainage from the Subdivision to the Projected Post- Development Drainage levels, to the satisfaction of the City Engineer. Provided, however, that Subdivider shall not be responsible for increased drainage from the Subdivision caused by improvements upstream of the Subdivision that are initiated and completed after the Drainage Study was completed, are beyond the control of Subdivider

and materially increase the amount of storm water drainage flowing into the Subdivision. Prior to issuance of any building permit, Subdivider shall adopt a Post Construction Storm Water Management Plan governing perpetual operation, maintenance and repair of storm water detention basins and facilities in the Subdivision specified in the Post Construction Storm Water Management Plan attached as Exhibit "E" and the Utility Plan attached as Exhibit "F", subject to such modifications as required by the City Administrator in consultation with the City Engineer. Subdivider at its cost shall maintain and repair all storm water detention facilities and appurtenances constructed by Subdivider within the Subdivision, which shall be Private Improvements.

(2) All work and improvements required of Subdivider in this Subsection 2E, and related designs, contracts, plans and documents, shall be subject to prior review and approval of the City Engineer.

(3) Watershed Management Fees: The Subdivider or any successors in interest of Subdivider to any Lots shall make payment to City for Watershed Fees. This fee for each Lot (example shown below this paragraph) 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 a particular Lot and before the commencement of construction of any such improvements on such Lot. Payment shall be based on the City's adopted fee rate that is in effect at the time the payment is made. A portion of Lot 2 fees were previously paid during the initial phase of Building No. 1.

Lot 1 – 3.03AC @ $4,197	$12,716.91
Lot 2 – 6.05 AC @ $4,963/AC	$30,026.15 (previously paid)_
Lot 2 – 20.98 AC @ $5,087/AC	$106,725.26
TOTAL	$149,468.32

The aforestated fee of $4,197 per acre of High-Density Multi-Family Residential and $5,087 per acre of Commercial is the rate now in effect and is subject to increase.

F. Private Storm Sewer. The Subdivider at its cost shall cause the private portion of the storm sewer system (shown in the Utility Plan attached as Exhibit "F") to be constructed, including storm sewers, inlets, manholes, junction boxes, flared end sections and other related appurtenances to be constructed in private drives or routes in the Subdivision, and those segments functioning as a transporter of storm water to points within or outside the Subdivision, as shown in the Post Construction Storm Water Management Plan attached as Exhibit "E", all of which shall be Private Improvements.

G. Sanitary Sewer. The Subdivider at its cost shall install all sanitary sewers in accordance with the Utility Plan attached hereto as Exhibit "F"; and which sanitary sewers shall be Private Improvements. The Subdivider shall enter into a Sewer Connection Agreement with the City in form and content attached hereto as Exhibit "I," subject to the final approval of City Engineer.

The exact design, location and dimensions of and detailed plans and specifications for each of the above described Public Improvements or Private Improvements, are subject to prior

approval by the City in advance of award of contract for construction or acquisition. Not in limitation of the foregoing sentence, any preliminary plans referenced in this Agreement shall be subject to additions, subtractions, modifications, and final approval to the satisfaction of the City Engineer.

3. Allocation of Cost of Improvements

Subdivider and City agree that the cost of all improvements constructed by the Subdivider within or serving the Subdivision as authorized by Section 2, supra, or elsewhere or as otherwise described in this Agreement shall be paid by Subdivider, including without limitation the following:

(1) Storm Sewer. One hundred percent (100%) of the cost of all storm sewers constructed within or serving the Subdivision, including manholes, inlets and other appurtenances, as shown in the Utility Plan attached as Exhibit "F," shall be paid solely by Subdivider.

(2) Sanitary Sewer. One hundred percent (100%) of the cost of all sanitary sewers constructed by Subdivider, within or serving the Subdivision, including manholes and other appurtenances, as shown in the Utility Plan attached as Exhibit "F", shall be paid solely by Subdivider.

(3) Water and Electrical. All costs of causing the installation of water and electrical distribution systems and the operation, maintenance and upkeep thereof within the Subdivision, including any contract charges, shall be paid by Subdivider or the utility provider.

(4) Other Improvements. All costs of all other work or improvements, including, but not limited to, grading, landscaping, wetlands mitigation, and extension, distribution or location of gas or other utilities, telephone or other communications or services to, on, in, over, under, within or with respect to the Subdivision, and the installation, construction, acquisition, operating or maintenance costs thereof, as applicable, shall be paid by Subdivider, and no part thereof shall be the responsibility or at the expense of the City or District.

4. General Agreements of Subdivider

Subdivider, with respect to work and Improvements described in this Agreement, agrees that:

A. Compliance with City Construction Requirements. Subdivider, in addition to any other requirements of applicable law or regulations, will abide by and incorporate into all contracts for Public Improvements to be constructed by Subdivider under this Agreement, the provisions required by the regulations and standards of the City or Sarpy County pertaining to construction of such Public Improvements in Subdivisions or within street right-of-way, and testing procedures therefore; provided, however, if there is any conflict or ambiguity between or among any such regulations or standards, the higher standard or quality shall control. All plans, specifications and contracts for such proposed improvements and proposed maintenance agreements for said Public Improvements shall be submitted to the City for review and approval prior to commencement of the work.

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B. Preconstruction Requirements. Prior to recording of the Plat, Subdivider will (i) in addition to any bonds required by any other provision of this Agreement, present to the City Administrator for the benefit of the City binding bonds or letters of credit in an amount of 110% of the total estimated costs of the Public Improvements to be constructed by Subdivider under this Agreement (110% of total cost of Public Improvements, estimated to be $64,775), in form and content satisfactory to the City Administrator, or (ii) complete said improvements and provide as-constructed records, certificates of completion and other required documentation, to the satisfaction of the City Engineer. If the Subdivider provides bonds pursuant to subsection (i) of the foregoing sentence, the City, upon Subdivider completing the Public Improvements, shall promptly release such bonds to the Subdivider at such time as the Subdivider's Engineer provides as-constructed records, certificates of completion of said work and improvements and other required documentation, to the satisfaction of the City Engineer.

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

(1) No separate administrative entity or joint venture, among the Parties, is deemed created by virtue of this Agreement.

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

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

E Covenants, Etc. All covenants and agreements of Subdivider set forth in this Agreement shall constitute covenants running with the land and shall be binding on Subdivider and all successors and assigns of Subdivider. The City shall have the right, but not the obligation, to enforce any and all such covenants.

F. In the event the Subdivider records the Plat and, before commencing any improvements within or for the benefit of the Subdivision, Subdivider decides not to develop the Subdivision, the City and Subdivider shall take all actions necessary to vacate the Plat, and the PUD Plan, Agreement and Conditional Use Permit shall be null and void, and any letters of credit provided by Subdivider pursuant to this Agreement shall be promptly released by the City and returned to Subdivider upon vacation of the Plat.

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

H. The Subdivider agrees to use all reasonable good faith efforts to complete any and all improvements and/or work required of it hereunder in a timely and orderly manner.

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5. Construction Standards and Procedures

Subdivider, in addition to and not in limitation of any other provisions of this Agreement or applicable law or regulations, further agrees that:

A. City Approvals. All Public Improvements will be constructed in strict accordance with contracts, plans and specifications and locations approved in advance in writing by City's Engineer and in strict accordance with the City's policies and minimum standards and requirements of construction and testing procedures therefore, and directions of City Engineer, and that upon completion of construction thereof, Subdivider shall furnish to City a certificate from its consulting engineer so certifying. All Private Improvements will be built in accordance with this Agreement and applicable requirements of the City building code or other applicable laws or regulations.

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

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

D. Compliance with Law. All Public Improvements shall comply with all applicable federal and state and County laws and regulations in general and with all applicable ordinances and regulations of the City in reference to construction, use, operation and maintenance; provided, however, if there is any conflict or ambiguity between or among any such laws and regulations, the higher standard or quality shall control.

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

F. Bonds. Subdivider, in addition to any bonds or letters of credit required by any other provision of this Agreement, shall require each contractor performing work on

Public Improvements on behalf of the Subdivider to furnish a performance and maintenance bond, and to warrant the work against any defects for a minimum of two years after completion, with Subdivider and City as joint and several obliges thereon, which bond and warranty shall be subject to the City approval as to surety, form and terms.

G. Easements. Any easements required from Subdivider for Public Improvements hereunder by the City or its designee shall be provided at no cost to the City or its designee.

6. Sidewalks. Subdivider, at its sole cost and at no cost to the City, shall install or cause to be installed sidewalks along the south side of Emilne Street adjacent to proposed Lots 1 and 2, the east side of 118th Street adjacent to proposed Lot2, an, as displayed in the PUD Site Plan (Exhibit "C"), by the time Subdivider has completed Lot 1 or at such earlier time as they are warranted as determined in the sole discretion of the City Engineer. Such sidewalks shall be constructed at Subdivider's expense. All sidewalks, whenever installed, shall be constructed in accordance with the City sidewalk regulations and policies as they may from time to time exist, and shall be maintained at Subdivider's expense.

7. Parking. The Subdivider will provide cross access parking easements between Lots 1 and 2 of this subdivision.

8. Maintenance of Improvements. In addition to any other maintenance required of Subdivider pursuant to this Agreement or applicable laws or regulations, Subdivider shall continuously and permanently maintain and keep in good repair, and reconstruct or replace if required of Subdivider herein or by applicable agreements, laws, rules or regulations, all Private Improvements Subdivider constructs or makes or causes to be constructed or made with respect to development of the Subdivision, including, but not limited to landscaping. Not in limitation of any of the foregoing, all landscaping within the Subdivision shall be warranted by the landscape contractor for at least two growing seasons, and any replacement, repair or reconstruction shall be of equal or better maturity, type, quality and quantity, regardless whether or not the replacement, repair or reconstruction occurs within or after an applicable warranty period.

9. Sewer Connections. Before any connection from any premises to the sanitary sewer system of the District may be made, a permit shall be obtained for said premises and its connection from the proper department of the City, which permit shall be obtainable on the same terms, conditions, and requirements of the City applicable from time to time to permit property outside the City to connect to the sewer system of the City; it being expressly understood that the City reserves the right to collect all connection charges and fees as required by City ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.

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10. Tract Sewer Connection Fees. Subdivider agrees that the terms and conditions for the benefit of the City that are contained in the separate Sewer Connection Agreement referred to within Exhibit "I" as pertaining to the sanitary sewer system, shall be incorporated into this Agreement to the same extent as if fully set forth herein and equally applicable to the private sanitary sewer provided for herein and enforceable by City in respect thereto to the same extent as though the private sewer had originally been incorporated and made a part of said agreements. Tract sanitary sewer connection fees shall be due and payable to the City in the following amounts prior to the issuance of a building permit pertaining to each lot. A portion of Lot 2 fees were previously paid during construction of Building No. 1:

Lot 1, R-3 - High Density Residential	84 UNITS @ $1,064 $/UNIT	$89,376.00
Lot 2 – I-1, Light Industrial (previously paid)	6.05 Ac @ $7,407/ACRE	$44,812.35
Lot 2, I-1 – Light Industrial	20.98AC@ $_7,407/ACRE	$155,398.86
	TOTAL	$289,587.21

The aforestated fees, based on rates in effect at the time this Agreement was approved by the City Council, are subject to increase. The rates in effect at time of connection to the sanitary sewer system will be the rates paid.

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

12. Compliance with City Regulations, Etc. The Subdivider, without limiting any other provision of this Agreement, expressly agrees that it is and shall be:

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

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

C. Bound by all terms and provisions of the Sewer Connection Agreement which is attached hereto as Exhibit "I," subject to any additions, subtractions, modifications, and final approval of the City Engineer, and shall be executed in conjunction with this Agreement.

13. Additional Special Covenants and Agreements. Subdivider further covenants and agrees as follows:

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

(l) Subdivider's construction of storm water detention basins and facilities within the Subdivision shall be in accordance with the Post Construction Storm Water Management Plan attached as Exhibit "E", and the Utility Plan attached as Exhibit "F". Construction of storm water detention basins and facilities within

Lots 1-2 shall be staged in accordance with the staged construction of buildings by Subdivider and shall be completed as necessary to handle the storm water associated with the developed portions of Lots 1-2 which staging and schedule for construction and completion of storm water detention basins and facilities shall be subject to approval of the City Engineer before anybuilding permit is issued for any building within the Subdivision.

(2) Any change of a location of a detention basin from that shown in the Post Construction Storm Water Management Plan attached as Exhibit "E" shall require approval of the City Engineer, as will any relocation of the basin from its City approved location.

(3) The detention basins shall be on private property. Subdivider at its cost shall be responsible for construction and continuous and permanent maintenance and repair of all detention basins and facilities located within the Subdivision.

(4) The City shall have an easement for access to all detention basins, as may be relocated or redesigned from time to time in accordance with this Subsection, for inspection and any follow up, in the City's sole discretion, as is set forth in the Post Construction Storm Water Management Plan Maintenance Agreement and Easement attached as Exhibit "H", which Subdivider shall record with the Sarpy County Register of Deeds.

(5) If a relocation or design modification of detention facilities is necessary or desirable, the Parties will make a good faith effort to cooperate in making such amendments to the Post Construction Storm Water Management Plan Maintenance Agreement and Easement as are needed to accommodate such relocation or design modification, which modification and amendments shall be in form and content satisfactory to the City Engineer.

B. All Public Improvements within the Plat or otherwise required under this Agreement shall be constructed to City approved specifications. The City shall have access to, over and otherwise with respect to all private roadways and private driveways and other improvements for public safety or the exercise of other governmental purposes, including, but not limited to, police, fire and rescue, and for the exercise of the rights granted or reserved to City under this Agreement.

C. Subdivider on a permanent and continuous basis shall provide for proper and continuous maintenance and upkeep within the Subdivision in accordance with ordinances, codes, rules and regulations from time to time adopted or amended by the City and setting forth requirements applicable to maintenance and upkeep of real property and related improvements, including, but not limited to, requirements applicable to multifamily housing, residential rental properties and landscaping. When replacement of landscaping is required, the replacement shall be of the same or better quality, maturity, type and quantity as the plants or materials originally required.

D. If Subdivider fails to timely and fully perform any responsibility set forth in Subsection D of this Section within thirty (30) days after written notice from the City of such failure or such later time period as set forth in the next sentence, the City, at its option, may itself take such curative or remedial action as it determines appropriate, or cause such action to be taken, and assess any cost thereof against the Subdivider or against Lots 1-2 of the Subdivision as a lien. If it is not possible for Subdivider to perform such responsibility within such thirty (30) day period, such period of time shall be extended

by the number of days reasonably necessary to perform such responsibility, provided that Subdivider commences curative actions within the time required by this subsection E and diligently pursues and completes the same as soon as reasonably possible, and provided further that allowing additional time does not present or increase risk of harm to persons or property.

E. Subdivider, before any voluntary or involuntary sale, transfer or conveyance resulting in separate ownership or control of any two or more parts of the Property or improvements thereon, shall record with the Sarpy County Register of Deeds a declaration of covenants running with all Property within the Subdivision in form and content satisfactory to the City Engineer, which document shall provide for access, use, maintenance, upkeep, replacement and repair of services, equipment, facilities or improvements serving or shared by more than one Lot of the Property, including without limitation, services, equipment, facilities or improvements relating to sewers, gas, water, electric, telecommunications, cable or other utilities, roads, parking or recreation.

F. Subdivider shall be responsible for ensuring compliance with requirements regarding erosion control when developing the Subdivision.

G. Any City approval or any notice required under this Agreement must be in writing to be effective.

H. If any provision of this Agreement is determined unenforceable, the unenforceable provision shall be deemed stricken and the remainder of the Agreement shall be enforced. This Agreement 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.

I. City Engineer Review. All preliminary plans described in this Agreement shall be finalized and subject to review and final approval of the City Engineer prior to building permit approval, grading permit approval, storm water management permit approval, or authorization to construct Public Improvements, as applicable.

J. Covenants Running With the Land. The Final Plat and this Agreement, and the obligations, understandings and agreements contained or incorporated herein, constitute perpetual covenants running with the land, shall be recorded with the Register of Deeds of Sarpy County, Nebraska by Subdivider before any voluntary or involuntary sale or conveyance of the Property or any part thereof or interest therein by Subdivider, and shall be binding, jointly and severally, upon the Subdivider and all of Subdivider's successors, assigns, lenders, mortgagees or others gaining or claiming any interest or lien in, to or against the Property or any part thereof. The covenants herein shall be cumulative to, and not in lieu of, prior covenants running with the land, except to the extent this Agreement requires additional, greater or a higher standard of performance by Subdivider. City shall have the right, but not the obligation, to enforce any and all covenants. It is further agreed that after City releases the Final Plat and this Agreement for recording, Subdivider promptly will record the same, along with any other documents or instruments required to be recorded, with the Register of Deeds of Sarpy County, Nebraska. It is expressly agreed, however, that City shall not release the Final Plat or this Agreement for recording until City is satisfied that Subdivider has concluded (closed), or made arrangements satisfactory to the City to conclude (close), transactions for the actual construction of Private Improvements. It is further expressly agreed that, if the condition described in the immediately preceding sentence has not occurred within

twelve (12) months after the date of this Subdivision Agreement, Subdivider shall not be entitled without the written consent of the City and any amendments of this Agreement or the Replat as the City Engineer determines necessary, to move forward with the project. Provided, however, the City Administrator periodically may extend the time for performance under this Subsection.

14. Staking Bond. Subdivider shall provide the City a staking bond satisfactory to City Engineer prior to City's release of the Final Plat for recording.

15. Public Access Roads or Driveways. Direct vehicular access to abutting streets shall be limited as indicated on the Replat, as finally approved by the City in the Final Plat. Roads and driveways identified in Exhibit "C" for use of the public shall be constructed to City approved specifications and shall not be less than seven inches (8") P.C. concrete paving. The City shall have access to and over such roadways and driveways for any purpose it deems appropriate in the exercise of its general governmental powers, including but not limited to, inspection, police, fire and rescue and other public safety purposes, and the exercise of all rights granted to City by the terms of the Subdivision Agreement.

16. Easements. All proposed easements by the Subdivider, and easements required by the City, as set forth in Exhibit "A," for existing, proposed, or relocated public or private or shared improvements (sewers, utilities, roads or other infrastructure) shall be granted by instruments separate from the Final Plat, in form and content satisfactory to the City Engineer ("Easements"). Release of the Final Plat for recording shall be conditioned on execution and delivery of Easements for recording. The Easement documents shall outline rights, obligations and terms of the easements. Easements shall be recorded at the time of recording the Final Plat and copies of recorded Easements shall be provided to the City. Any proposed modification of any Easements shall be subject to approval of, and in form and content satisfactory to, the City Engineer, and recording of the modification by the Subdivider immediately after said approval is provided.

17. Right to Enforce. Provisions of this Agreement may be enforced at law or in equity by the owners of the Property and may be enforced by the City at law, in equity or such other remedy as City determines appropriate. All rights and remedies of a party, whether specified in this Agreement or otherwise provided, are cumulative.

18. Ownership Representation. The Manager of Subdivider, by signing below and the Final Plat, does warrant and represent that such Manager is executing this Agreement and the Final Plat as an authorized person, and that Subdivider is and shall continue to be the sole owner of 100% of the Property at date of recording this Agreement and the Final Plat.

19. Entire Agreement. This Agreement represents the entire agreement and understanding, and supersedes all prior understandings and agreements, written or oral, of the parties with respect to the matters contained herein. The Agreement only may be amended by a written amendment executed by all parties.

20. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the illegal or unenforceable part shall not affect the remainder of this Agreement, and this Agreement shall be construed as if such illegal or unenforceable provision had never been included herein.

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21. Headings. Headings are used in this Agreement solely for organizational purposes and shall not have any substantive meaning or be used to interpret any terms or conditions or this Agreement.

22. Recitals/Exhibits Summary. The recitals set forth on pages 1 and 2 above are incorporated herein by reference and made a part of this Agreement. Except as otherwise noted, the following attached Exhibits were prepared by Lamp Rynearson engineers for Subdivider. The Exhibits (Exhibits "A" thru "H" as identified below) are attached hereto and made a part of this Agreement, and said Exhibits are incorporated herein by this reference, together with any other documents or instruments referenced in this Agreement:

Exhibit "A"	Final Plat
Exhibit "B"	Conditional Use Permit Operating Statement
Exhibit "C"	Planned Unit Development ("PUD") Site Plan
Exhibit "D"	PUD Landscaping Plan
Exhibit "E"	Post Construction Storm Water Management Plan
Exhibit "F"	Utility Plan
Exhibit "G"	Grading Plan
Exhibit "H"	Post Construction Storm Water Management Plan Maintenance Agreement and Easement
Exhibit "I"	Sewer Connection Agreement

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

Owner:

Streck, Inc. a Nebraska limited liability company

By: _____

Date: _____

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)
COUNTY OF)

On this _____ day of _____, 20___, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____, personally known by me to be - _____of Streck Inc., a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

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

_____
Notary Public

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ATTEST: CITY OF LA VISTA

_____ _____
Pamela Buethe, City Clerk Douglas Kindig, Mayor

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this _____ day of _____ 20___, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally know by me to be the Mayor of the City of La Vista and Pamela Buethe, to me personally known to be the City Clerk of the City of La Vista, the identical persons whose names are affixed to the foregoing Agreement, and they acknowledged the execution thereof to be their voluntary act and deed.

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

_____
Notary Public

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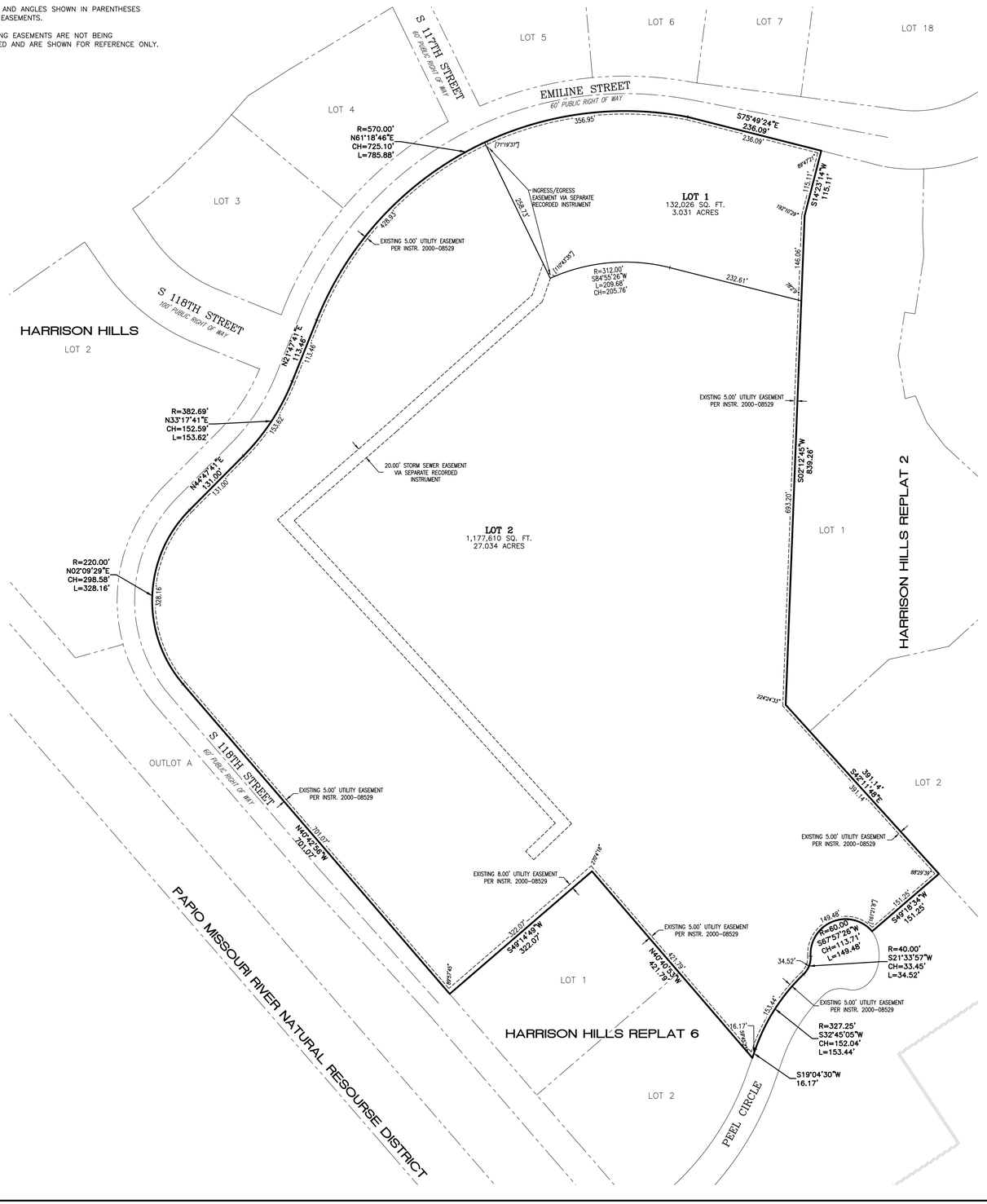
HARRISON HILLS REPLAT 7

LOTS 1 AND 2

BEING A REPLATTING OF LOTS 1 AND 16, HARRISON HILLS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA

NOTES

1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
2. ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
3. ALL ANGLES ARE 90° UNLESS NOTED.
4. ALL LOT LINES ON CURVED STREETS ARE RADIAL UNLESS OTHERWISE NOTED WITH AN ANGLE ADJACENT TO THE CURVE, MEASURED TO THE CHORD AND SHOWN IN BRACKETS.
5. DISTANCES AND ANGLES SHOWN IN PARENTHESES REFER TO EASEMENTS.
6. ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.



LOCATED IN:
NW 1/4 NW 1/4 SEC. 17, T14N, R12E
NE 1/4 NW 1/4 SEC. 17, T14N, R12E
SW 1/4 NW 1/4 SEC. 17, T14N, R12E
SE 1/4 NW 1/4 SEC. 17, T14N, R12E

LEGEND
- BOUNDARY LINE
- EXISTING LOT LINE
- EASEMENT LINE

LAND 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 AT ALL LOT CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES WITHIN THE SUBDIVISION TO BE KNOWN AS HARRISON HILLS REPLAT 7, LOTS 1 AND 2, BEING A REPLATTING OF LOTS 1 AND 16, HARRISON HILLS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

CONTAINING 30.065 ACRES MORE OR LESS.

NEBRASKA REGISTERED LS-566 LAND SURVEYOR WILLIAM E. KNIGHT

WILLIAM E. KNIGHT, R.L.S. 566

DATE

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT WE, STRECK INC., A NEBRASKA CORPORATION, OWNERS OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN HEREON, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS HARRISON HILLS REPLAT 7, LOTS 1 AND 2; DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT; AND DO HEREBY GRANT THE EASEMENTS AS SHOWN HEREON. WE DO HEREBY GRANT TO THE GRANTEES, THEIR SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS, THE PERMANENT RIGHT TO ENTER AND USE, FROM TIME TO TIME, THE EASEMENT AREAS, SHOWN HEREON FOR THE STATED PURPOSE, FOR INGRESS AND EGRESS IN THE CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES; PROVIDED, HOWEVER, THERE IS RESERVED TO THE GRANTOR, AND TO THE GRANTOR'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREA. THIS GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT PASS, NOR BE CONSTRUED TO PASS, TO THE GRANTEE IN FEE SIMPLE INTEREST OR TITLE OF THE EASEMENT AREAS. ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM.

GRANTS OF EASEMENTS

FOR POWER AND COMMUNICATIONS

PERPETUAL EASEMENTS SHALL BE GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND ANY TELECOMMUNICATIONS ENTITY OR OTHER CORPORATION TRANSMITTING COMMUNICATION SIGNALS AUTHORIZED TO USE THE CITY STREETS, 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 AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AND AN EIGHT-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS. 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.

FOR WATER AND GAS

PERPETUAL EASEMENTS SHALL BE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, AND ANY NATURAL GAS PROVIDER, AND 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-WIDE STRIP OF LAND ABUTTING ALL STREET FRONTAGES OF ALL LOTS. 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.

STRECK INC., A NEBRASKA CORPORATION, OWNER

CONSTANCE RYAN

(PRINTED TITLE)

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

____ DAY OF _____, 20____

BY CONSTANCE RYAN, _____ OF
(PRINTED TITLE)

STRECK INC., A NEBRASKA CORPORATION, ON BEHALF OF THE CORPORATION.

SIGNATURE OF NOTARY PUBLIC

SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR NOR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, THIS

____ DAY OF _____, 20____

SARPY COUNTY TREASURER

APPROVAL OF THE CITY OF LA VISTA PLANNING COMMISSION

THIS PLAT OF HARRISON HILLS REPLAT 7, LOTS 1 AND 2 WAS APPROVED BY THE LA VISTA PLANNING COMMISSION THIS

____ DAY OF _____, 20____

CHAIRPERSON, LA VISTA PLANNING COMMISSION

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF HARRISON HILLS REPLAT 7, LOTS 1 AND 2 WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS

____ DAY OF _____, 20____

SARPY COUNTY SURVEYOR/ENGINEER

ACCEPTANCE BY LA VISTA CITY COUNCIL

THIS PLAT OF WOODHOUSE PLACE, LOTS 1 AND 2 WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ON THIS

____ DAY OF _____, 20____

IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

DOUGLAS KINDIG, MAYOR
ATTEST:

PAM BUETHE, CITY CLERK

EXHIBIT A

LAMP RYNEARSON
14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

WILLIAM E. KNIGHT
LS-566

FINAL PLAT

HARRISON HILLS REPLAT 7 (LOTS 1 AND 2)
SARPY COUNTY, NEBRASKA

811 Know what's below. Call before you dig.
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REVISIONS

DESIGNER / DRAFTER
ELISE MOLLAK
DATE
12-7-2020
PROJECT NUMBER
0118087.03-004
BOOK AND PAGE
18087, 1-9

SHEET
1 OF 1

L:\Engineering\0118087 Streck Lots\SURVEY\DRAWINGS\0118087-FP.dwg, 3/2/2021 8:07:33 AM, ELISE A. MOLLAK, LAMP RYNEARSON

EXHIBIT B

Streck Housing Lot 1 Replat 7 Conditional Use Permit Operating Statement

The Streck Housing Project is an employer-assisted, workforce housing project targeted to Streck employees that work at the neighboring Streck campus. The multifamily residential project will provide a unique opportunity for Streck employees to live within walking distance of their workplace. This arrangement will improve affordability of housing for the employees of Streck, while providing a convenient living option. There is also the potential for Streck to partner with other local businesses to provide workforce housing to non-Streck employees. The project will include approximately 84 residential units spread across three buildings, with amenities for residents and their guests, including an on-site clubhouse and pool. Additionally, the project includes approximately 38 enclosed garage stalls and approximately 79 surface parking stalls.

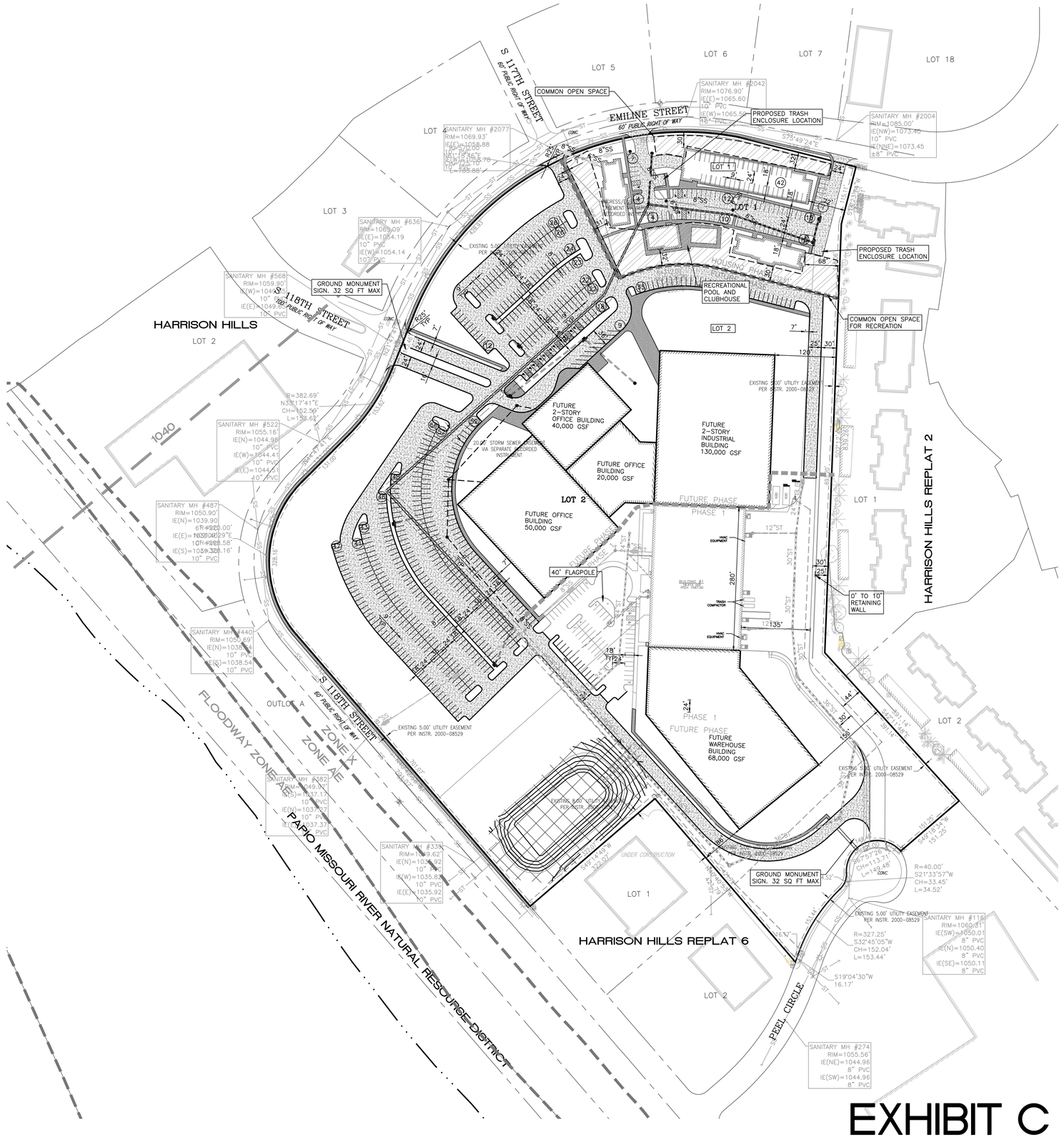


EXHIBIT C

PUD SITE REGULATOR TABLE

LEGAL DESCRIPTION: LOT 1 HARRISON HILLS REPLAT 7, LAVISTA, NEBRASKA

USE TYPE: MULTIPLE FAMILY DWELLINGS

ZONING: R-3, HIGH DENSITY RESIDENTIAL PUD, GATEWAY CORRIDOR DISTRICT (OVERLAY DISTRICT)

[ ] PERMITTED USE
[X] CONDITIONAL USE
[ ] SPECIAL USE

SITE REGULATORS (SEE SECTION 5.08):

	ALLOWANCES
A. SITE AREA	2,250 SF/UNIT MIN.
B. MINIMUM WIDTH	100 FEET
C. SETBACK	
MIN. FRONT YARD	30', 60' WHEN PARKING IS LOCATED IN FRONT YARD
MIN. SIDE YARD	10', 5' ADDITIONAL FOR EACH STORY IN EXCESS OF 3 STORIES
MIN. REAR YARD	30'
D. BUILDING HEIGHT	45' MAX
E. MAX BUILDING COVER (%)	40% (BUILDING COVERAGE/LOT AREA = 30,225 SF/132,026 SF = 23%)
F. MIN COMMON OPEN SPACE (%)	30% (OPEN SPACE/LOT AREA = 44,880 SF/132,026 SF = 34%)
G. DENSITY OF DWELLING UNITS	UNITS/ACRE = 84 UNITS/ 3.03 AC. = 27.72 UNITS/AC.

OFF STREET PARKING REQUIREMENTS (SEE SECTION 7.06)

	UNITS	PARKING REQUIRED	PARKING PROVIDED
STUDIO	15	1 PER BED = 15 STALLS	
1-BED	42	1 PER BED = 42 STALLS	
2-BED	27	1 PER BED = 54 STALLS	
TOTAL	84 UNITS	111 STALLS	. 116 STALLS
MIN. ENCLOSED PARKING (SEE SECTION 7.05.08)		0.45 ENCLOSED GARAGES PER UNIT	

ACCESSIBLE PARKING REQUIREMENTS (SEE SECTION 7.08)

PARKING REQUIRED	PARKING PROVIDED
116 TOTAL = 5 ACCESSIBLE	5 STALLS

PUD SITE REGULATOR TABLE

LEGAL DESCRIPTION: LOT 2 HARRISON HILLS REPLAT 7, LAVISTA, NEBRASKA

USE TYPE: LIGHT MANUFACTURING

ZONING: I-1 PUD, GATEWAY CORRIDOR DISTRICT (OVERLAY DISTRICT) (SEE SECTION 5.13)

[X] PERMITTED USE
[ ] CONDITIONAL USE
[ ] SPECIAL USE

SITE REGULATORS (SEE SECTION 5.13):

	ALLOWANCES
A. SITE AREA	10,000 SF MIN.
B. MINIMUM WIDTH	100 FEET
C. SETBACK	
FRONT YARD	35', 60' WHEN PARKING IS LOCATED IN FRONT YARD
SIDE YARD	30'
REAR YARD	25'
D. BUILDING HEIGHT	45' MAX
E. MAX LOT COVER (%)	65%
F PARKING REQUIREMENTS (SEE SECTION 7.06)	1 SPACES/3,000 SF OF GROSS FLOOR AREA (INDUSTRIAL USE) 1 SPACE/200 SF OF GROSS FLOOR AREA (OFFICE BUILDING USE) 1 SPACE/5,000 SF OF GROSS FLOOR AREA (WAREHOUSE & DISTRIBUTION USE)

OFF STREET PARKING REQUIREMENTS (SEE SECTION 7.06)

	GROSS FLOOR AREA	PARKING REQUIRED	PARKING PROVIDED
PHASE1 (EXISTING)	78,472 SF	1 PER 3,000 SF = 27 STALLS	75 STALLS
FUTURE PHASES (INDUSTRIAL USE)	130,000 SF	1 PER 3,000 SF = 44 STALLS	602 STALLS
FUTURE PHASES (OFFICE USE)	110,000 SF	1 PER 200 SF = 550 STALLS	
FUTURE PHASES (WAREHOUSE)	68,000 SF	1 PER 5,000 SF = 14 STALLS	
TOTAL	386,472 SF	635 STALLS	. 669 STALLS (8 PHASE 1 STALLS WILL BE REMOVED)

ACCESSIBLE PARKING REQUIREMENTS (SEE SECTION 7.08)

	PARKING REQUIRED	PARKING PROVIDED
PHASE 1 (EXISTING)	75 TOTAL = 3 ACCESSIBLE	3 STALLS
TOTAL	2% OF 669 TOTAL STALLS = 14 ACCESSIBLE	14 STALLS

LEGEND

- PROPERTY LINE
- SANITARY SEWER
- STORM SEWER
- FIBER OPTIC
- GAS
- WATER
- UNDERGROUND POWER
- OVERHEAD POWER
- TELEPHONE
- CABLE TELEVISION
- MANHOLE
- CURB INLET
- GRATE INLET
- HOODED GRATE INLET
- HYDRANT
- LIGHT POLE
- PROPOSED CONTOUR
- EXISTING CONTOUR
- RETAINING WALL
- PC CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER
- PC CONCRETE SIDEWALK
- BUILDING
- PARKING STALL COUNT
- PHASE LINE
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED MANHOLE
- PROPOSED F.E.S.
- PROPOSED CURB INLET (BY OTHERS)
- PROPOSED BASIN
- FUTURE STORM SEWER
- FUTURE SANITARY SEWER
- FUTURE PC CONCRETE SIDEWALK
- FUTURE PC CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER
- COMMON OPEN SPACE

LAMP RYNEARSON
14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

N
0 100 200

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

PLANNED UNIT DEVELOPEMENT ("PUD") SITE PLAN

STRECK, INC. (HARRISON HILLS FACILITY)
LAVISTA, NEBRASKA

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REVISIONS

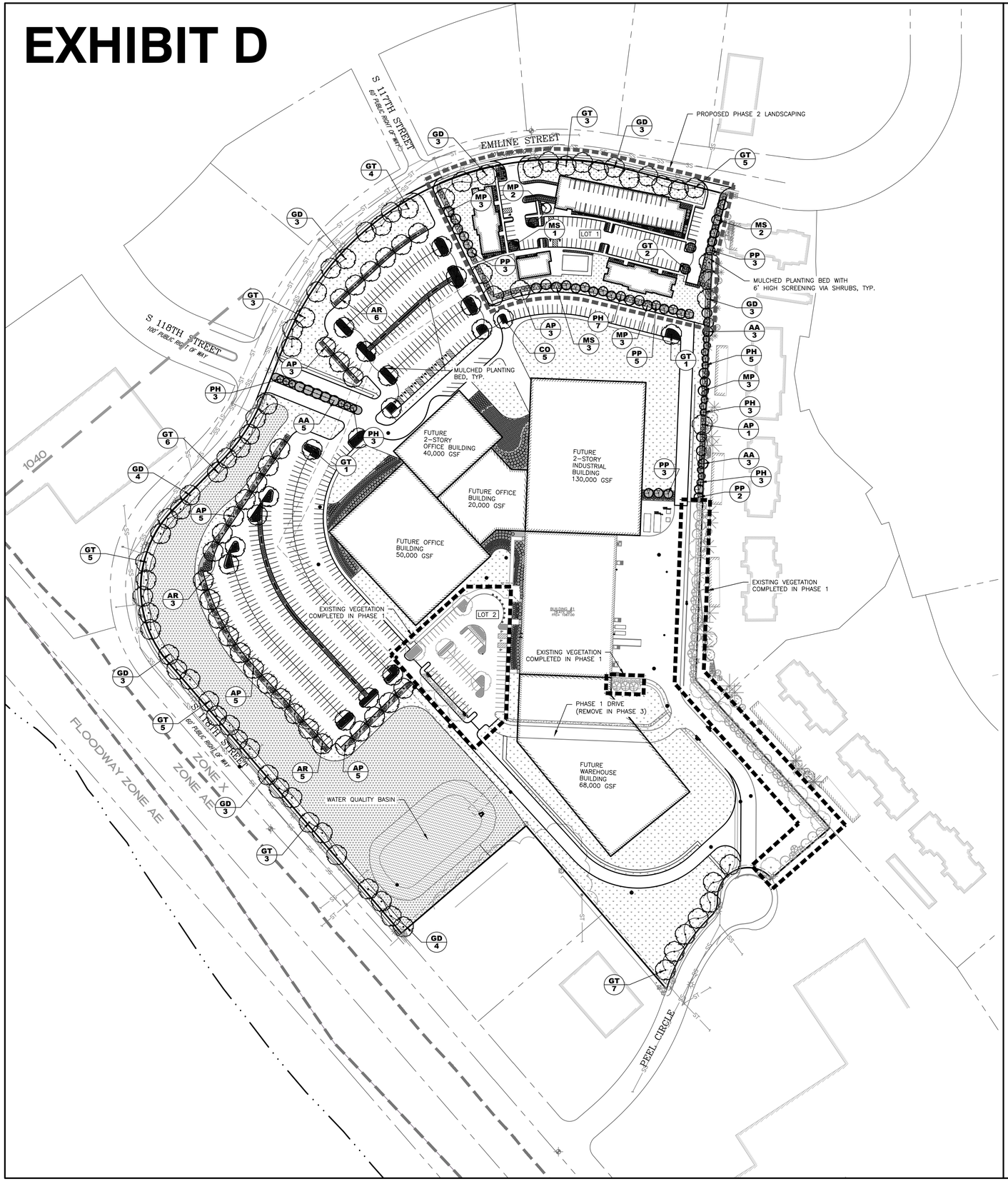
DESIGNER / DRAFTER
THOMAS GLIDEWELL
DATE

PROJECT NUMBER
0118087.01
BOOK AND PAGE

SHEET
1 OF 1

L:\Engineering\0118087 Streck Lots\SD\MXD\[LOtsMSD.mxd]0118087-PH2-FIP-EXC.mxd, 3/5/2021 8:48:00 AM, BRENDAN.FINDALL, LAMP RYNEARSON

EXHIBIT D



PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
	DECIDUOUS TREES					
	AR	ACER RUBRUM 'MAGNIFICENT MAGENTA'	BURGUNDY BELLE RED MAPLE	2.5" CAL.	30–50	20–30
	GT	GLEDITSIA TRIACANTHOS VAR. INERMIS 'HALKA'	HALKA HONEYLOCUST	2.5" CAL.	30–50	20–30
	CO	CELTIS OCCIDENTALIS 'PRAIRIE PRIDE'	PRAIRIE PRIDE HACKBERRY	2.5" CAL.	30–50	20–30
	QV	QUERCUS VIRGINIANA	HERITAGE OAK	2.5" CAL.	30–50	20–30
	AP	ACER PLATANOIDES	NORWAY MAPLE	2.5" CAL.	30–50	20–30
	GD	GYMNOCLADUS DIOICUS ESPRESSO	KENTUCKY COFFEE	2.5" CAL.	30–50	20–30
	AA	AMELANCHIER ARBOREA 'CLUMP FORM'	DOWNY SERVICEBERRY	2.5" CAL.	15–25	15–25
	MP	MALUS PRAIRIFIRE	PRAIRIE FIRE CRABAPPLE	2.5" CAL.	15–25	15–25
	MS	MALUS SNOWDRIFT	SNOW DRIFT CRABAPPLE	2.5" CAL.	15–25	15–25
	CONIFEROUS TREES					
	PH	PINUS HELDREICHII	BOSNIAN PINE	6' HIGH	30–40	20–30
	PP	PICEA PUNGENS	COLORADO BLUE SPRUCE	6' HIGH	30–40	20–30
	SHRUBS, GROUND COVERS, PERENNIALS, AND ORNAMENTAL GRASSES					
MULCHED PLANTING AREAS WITH DRIP IRRIGATION	CODE	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
	RA	RHUS AROMATICA 'GRO–LOW'	GRO–LOW FRAGRANT SUMAC	5 GAL.	4–6	3–5
	SA	SPIREA ALBIFLORA	JAPANESE WHITE SPIREA	5 FAL.	3–5	3–5
	EA	EUONYMUS ALATUS	BURNING BUSH	5 GAL.	4–6	4–6
	JS	JUNIPERUS SABINA 'TAMARISCIFOLIA'	GREEN TAM JUNIPER	5 GAL.	2–4	2–4
	JC	JUNIPERUS CHINENSIS 'SEA GREEN'	SEA GREEN JUNIPER	5 GAL.	2–4	2–4
	HPM	HEMEROCALLIS 'PARDON ME'	PARDON ME DAYLILY	1 GAL.	1–2	1–2
	HHR	HEMEROCALLIS 'HAPPY RETURNS'	HAPPY RETURNS DAYLILY	1 GAL.	1–2	1–2
	NMH	NARCISSUS SP. 'MOUNT HOOD'	MOUNT HOOD DAFFODIL	1 GAL.	1–2	1–2
	SMN	SALVIA NEMOROSA 'MAY NIGHT'	MAY NIGHT SALVIA	1 GAL.	1–2	1–2

SURFACE RESTORATION SCHEDULE

	NON–IRRIGATED NATIVE GRASSES: AREA TO BE CONSTRUCTED WITH LOW GROW GRASS MIX BY UNITED SEEDS INC. (WWW.UNITEDSEEDS.COM) OR APPROVED EQUAL. MIX TO INCLUDE: SIDEOATS GRAMA, BLUE GRAMA, HARD FINE FESCUE, SHEEP FINE FESCUE, BLUE FINE FESCUE, AND LITTLE BLUESTEM. INSTALL PER SUPPLIER'S SPECIFICATIONS. COORDINATE SEEDING TIME, SEEDING RATE, AND INSTALLATION METHOD WITH SUPPLIER. CONSTRUCT EROSION CONTROL MATTING ON ALL AREAS RECEIVING SEED BY MEANS OF NORTH AMERICAN GREEN ERONET S150 EROSION CONTROL BLANKET OR APPROVED EQUAL. INSTALL PER MANUFACTURER'S SPECIFICATIONS. ALL AREAS RECEIVING SEED SHALL HAVE SOILS SCARIFIED TO A MINIMUM DEPTH OF 12".
	IRRIGATED LAWN AREA – BLUEGRASS OR TURF TYPE TALL FESCUE
	WATER QUALITY BASIN: NON–IRRIGATED AREA TO BE CONSTRUCTED WITH SEEDING/MATTING ON SIDE SLOPES AND PLUGS AT BOTTOM OF BASIN. SEED MIX SHALL BE FLOOD PLAIN MIXTURE BY UNITED SEEDS INC. (WWW.UNITEDSEEDS.COM) OR APPROVED EQUAL. MIX TO INCLUDE: BIG BLUESTEM, OATS, FOX SEDGE, CANADA WILDRYE, VIRGINIA WILDRYE, SWITCHGRASS, WESTERN WHEATGRASS, PRAIRIE CORDGRASS. PLUGS SHALL BE EQUAL MIX OF BROWN FOX SEDGE, COMMON OAK SEDGE, PALM SEDGE, AND RIVERBANK SEDGE. INSTALL ALL SEEDS, MATTING, AND SEDGES PER MANUFACTURER'S SPECIFICATIONS.

LANDSCAPE REQUIREMENTS

LOT 1

STREET FRONTAGE (SECTION 07.17.03.02) – EMILINE STREET

EMILINE STREET FRONTAGE 591' – ACCESS DRIVES 65' = 526'
TREES REQUIRED (1 TREE / 40 LF FRONTAGE) 526' / 40' = 13 TREES
TREES PROVIDED = 13 TREES

SIDE YARD (SECTION 07.17.03.03) – EAST PROPERTY LINE ABUTTING RESIDENTIAL

261 LF x 10' WIDTH
MINIMUM 6' HIGH VEGETATIVE SCREENING

PARKING AREA INTERIOR LANDSCAPING (SECTION 07.17.03.06)

PARKING STALLS = 79
INTERIOR LANDSCAPING REQUIRED (10 SF / PARKING STALL) = 790 SF
INTERIOR LANDSCAPING PROVIDED = 3,767 SF

PARKING AREA PERIMETER LANDSCAPING (SECTION 07.17.03.07)

PARKING LOT STREET FRONTAGE = 94 LF
TREES REQUIRED (1 TREE / 40 LF STREET FRONTAGE) = 2 TREES
TREES PROVIDED = 2

PARKING AREA SCREENING (SECTION 07.17.04.01)

PARKING LOT SCREENING = 94 LF
MINIMUM 3' HIGH VEGETATIVE SCREENING

LOT 2

STREET FRONTAGE (SECTION 07.17.03.02) – EMILINE STREET

EMILINE STREET FRONTAGE 991' – ACCESS DRIVES 104' = 887'
TREES REQUIRED (1 TREE / 40 LF FRONTAGE) 887' / 40' = 22 TREES
TREES PROVIDED = 22 TREES

STREET FRONTAGE (SECTION 07.17.03.02) – SOUTH 118TH STREET

SOUTH 118TH STREET FRONTAGE 865'
TREES REQUIRED (1 TREE / 40 LF FRONTAGE) 865' / 40' = 22 TREES
TREES PROVIDED = 22 TREES

STREET FRONTAGE (SECTION 07.17.03.02) – PEEL CIRCLE

PEEL CIRCLE STREET FRONTAGE 354' – ACCESS DRIVES 30' = 324'
TREES REQUIRED (1 TREE / 40 LF FRONTAGE) 304' / 40' = 8 TREES
TREES PROVIDED = 7 TREES (1 TREE INSTALLED WITH PHASE 1 IMPROVEMENTS)

SIDE YARD (SECTION 07.17.03.03) – EAST PROPERTY LINE ABUTTING RESIDENTIAL

1,084 LF x 10' WIDTH
MINIMUM 6' HIGH VEGETATIVE SCREENING
(740 LF INSTALLED WITH PHASE 1 IMPROVEMENTS)

SIDE YARD (SECTION 07.17.03.03) – NORTH PROPERTY LINE ABUTTING RESIDENTIAL LOT 1

442 LF x 10' WIDTH
MINIMUM 6' HIGH VEGETATIVE SCREENING
(LANDSCAPING PROPOSED ON LOT 1 BASED ON LOT LINE LOCATION WITHIN PARKING LOT)

SIDE YARD (SECTION 07.17.03.03) – EAST PROPERTY LINE ABUTTING RESIDENTIAL LOT 1

259 LF x 10' WIDTH
MINIMUM 6' HIGH VEGETATIVE SCREENING
(LANDSCAPING PROPOSED ON LOT 1 BASED ON LOT LINE LOCATION WITHIN PARKING LOT)

PARKING AREA INTERIOR LANDSCAPING (SECTION 07.17.03.06)

PARKING STALLS = 739
INTERIOR LANDSCAPING REQUIRED (10 SF / PARKING STALL) = 7,390 SF
INTERIOR LANDSCAPING PROVIDED = 22,012 SF

PARKING AREA PERIMETER LANDSCAPING (SECTION 07.17.03.07)

PARKING LOT STREET FRONTAGE = 1,102
TREES REQUIRED (1 TREE / 40 LF STREET FRONTAGE) = 27 TREES
TREES PROVIDED = 27

PARKING AREA SCREENING (SECTION 07.17.04.01)

PARKING LOT SCREENING = 1,437 LF
MINIMUM 3' HIGH VEGETATIVE SCREENING

LANDSCAPE NOTES

ALL TURF LAWN AREAS AND MULCHED PLANTING BED AREAS TO BE IRRIGATED PER CITY OF LA VISTA ZONING ORDINANCE SECTION 5.17.05.03

LAMP RYNEARSON

14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

0 100 200

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

PLANNED UNIT DEVELOPMENT
LANDSCAPE EXHIBIT

STRECK, INC. (HARRISON HILLS FACILITY)
LAVISTA, NEBRASKA

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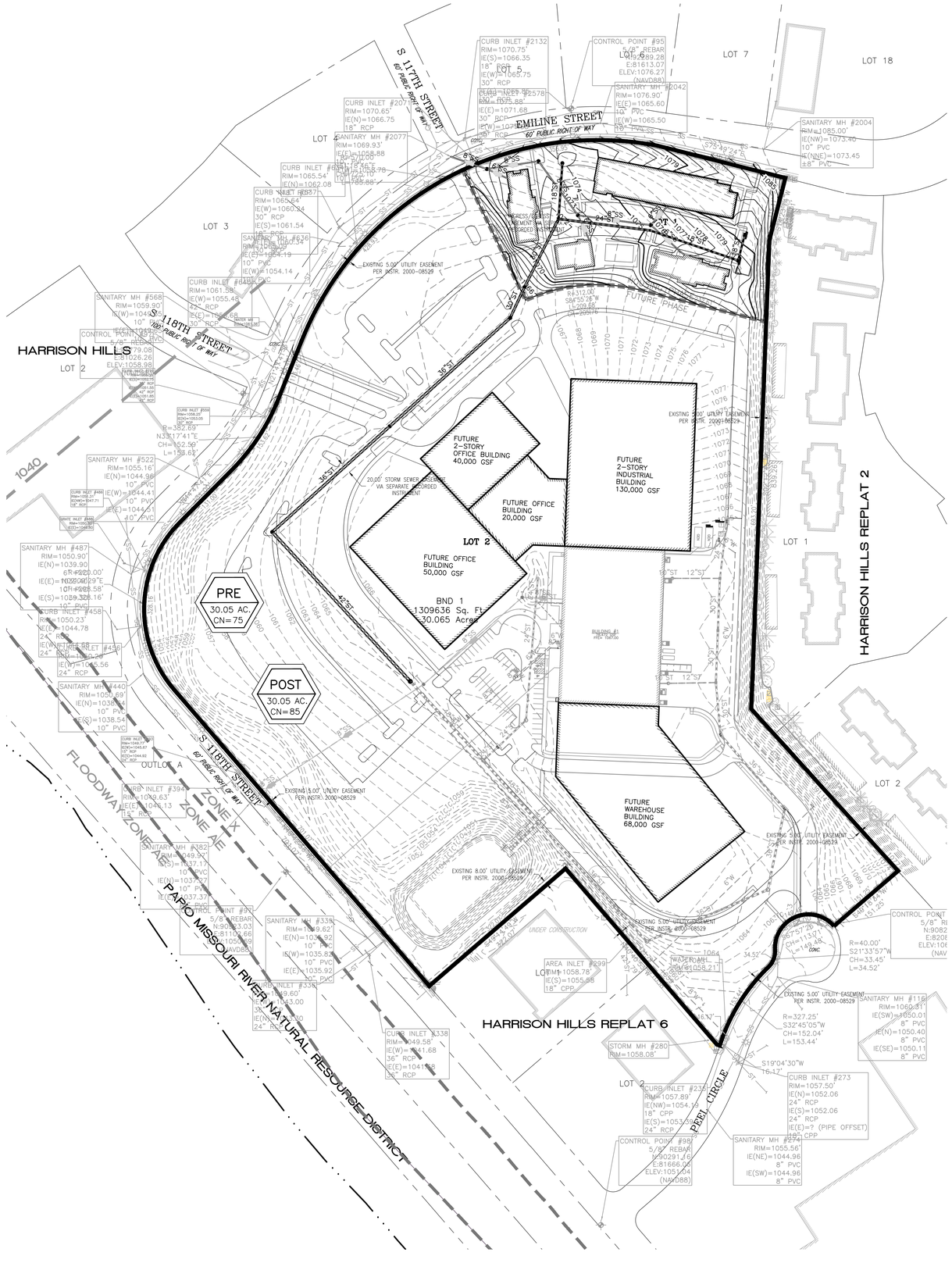
REVISIONS

DESIGNER / DRAFTER
M. SHARP / J. DENNELL
DATE

PROJECT NUMBER
0118087.01
BOOK AND PAGE

SHEET
1 OF 1

L:\Engineering\0118087 Streck Lab\DRAWINGS\EXHIBITS\0118087-PH2-LANDSCAPE Exhibit - OVERALL.dwg, 1/22/2021 10:43:37 AM, JAMIE DENNELL, LAMP RYNEARSON



LEGEND

- 2A / 1.18 AC / C=0.44 — DRAINAGE AREA NAME / DRAINAGE AREA / RUNOFF COEFFICIENT
- DRAINAGE SUB BASIN DELINEATION
- PROPOSED CONTOUR
- EXISTING CONTOUR
- PROPERTY LINE

DESIGN SUMMARY

PRE DEVELOPMENT CURVE NUMBER	75 (SOIL GROUP B GOOD CONDITION ROW CROP STRAIGHT ROW AND CROP RESIDUE COVER)
POST DEVELOPMENT CURVE NUMBER	85 (ASSUMES MAX 65% OF LOT IMPERVIOUS (CN 98) PER ZONING REGULATIONS FOR (–1 LIGHT INDUSTRIAL ZONING. REMAINING AREA FULLY DEVELOPED URBAN GOOD CONDITION SOIL GROUP B (CN 61).
POND INFORMATION	**POND**
DRAINAGE AREA	29.05 (LOTS 1 AND 2)
½" RUNOFF VOLUME (CF)	52,635
DEPTH (FT)	8
FOOTPRINT AREA (SF)	35,611
VOLUME (CF)	200,200
OUTLET STRUCTURE DIAM. (IN)	96
OUTLET PIPE DIAM. (IN)	30

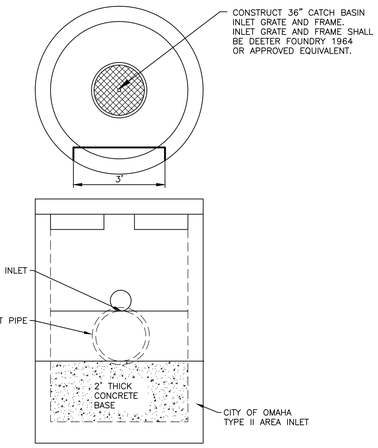
*SHOWN SITE LAYOUT IS APPROX. 41% IMPERVIOUS DESIGN ACCOMMODATED 65% IMPERVIOUS FOR ENTIRE AREA

DETENTION BASIN CRITERIA:

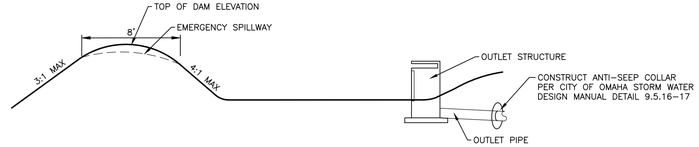
1). CAPTURE FIRST ½" OF RUNOFF FOR WATER QUALITY.

2). MATCH PRE–DEVELOPMENT FLOW RATES FOR 2–YEAR STORM.

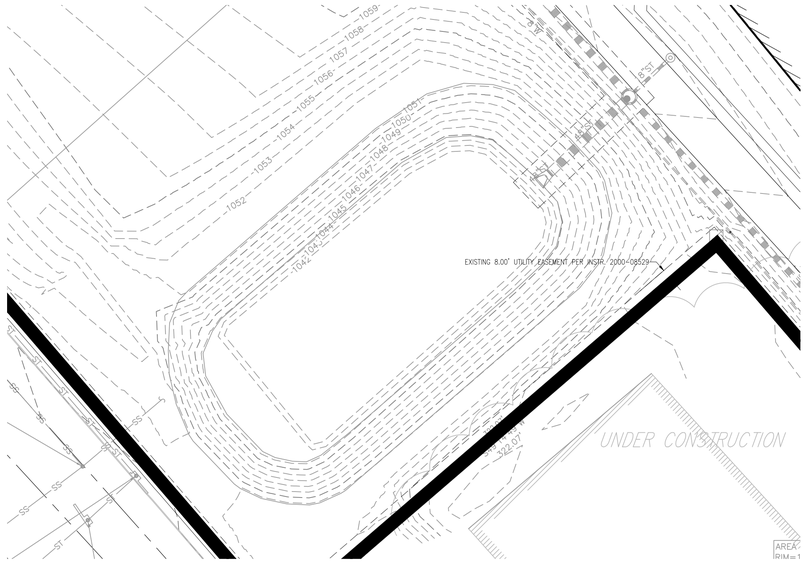
3). MATCH 125% PREDEVELOPED FLOW RATES FOR 10–YEAR STORM.



POND OUTLET STRUCTURE
NO SCALE



TYPICAL DRY DETENTION BASIN
NO SCALE



1. TYPICAL DRY DETENTION BASIN. SEE DETAIL THIS SHEET.
2. TYPICAL BASIN OUTLET STRUCTURE. SEE DETAIL THIS SHEET.
3. EMERGENCY SPILLWAY

POND SCHEMATIC
1" = 40'

EXHIBIT E

LAMP RYNEARSON
14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

N
0 100 200

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

POST CONSTRUCTION STORM WATER MANAGEMENT PLAN

STRECK, INC. (HARRISON HILLS FACILITY)
LAVISTA, NEBRASKA

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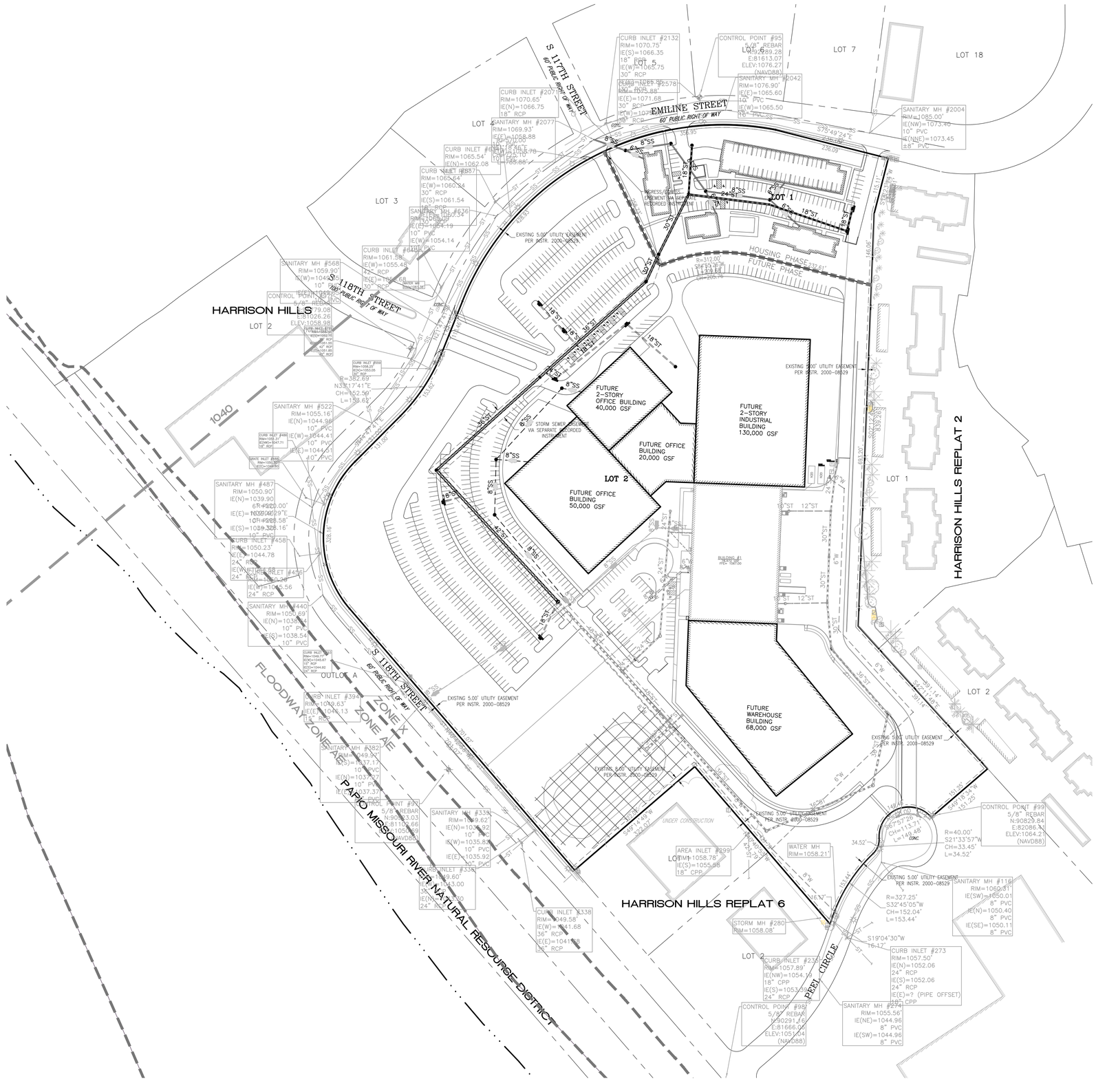
REVISIONS

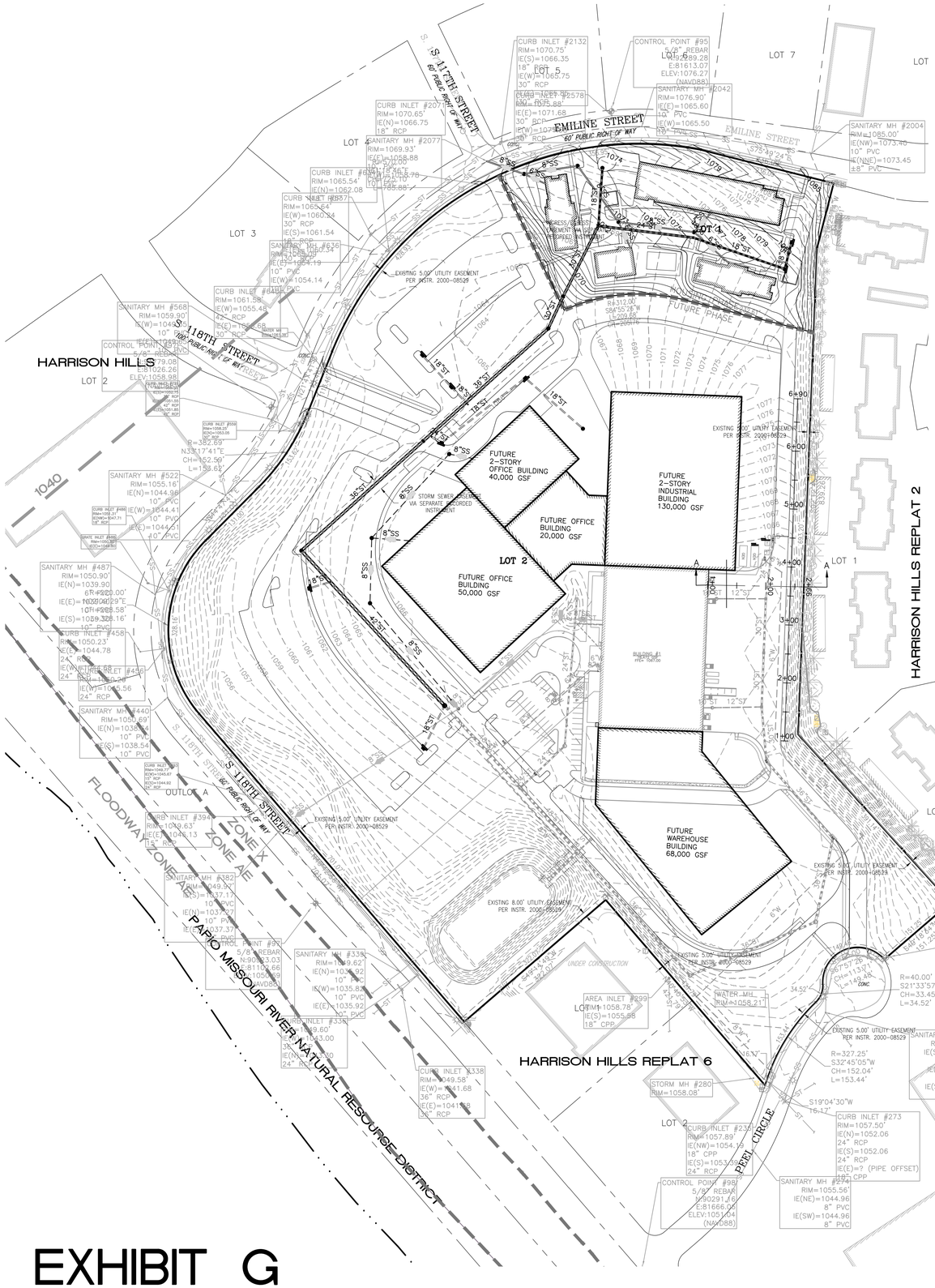
DESIGNER / DRAFTER
THOMAS GLIDEWELL
DATE

PROJECT NUMBER
0118087.01
BOOK AND PAGE

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1 OF 1

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S 117TH STREET
60' PUBLIC RIGHT OF WAY
EMILINE STREET
60' PUBLIC RIGHT OF WAY
S 118TH STREET
60' PUBLIC RIGHT OF WAY
S 118TH STREET
60' PUBLIC RIGHT OF WAY
HARRISON HILLS
LOT 2
HARRISON HILLS REPLAT 2
HARRISON HILLS REPLAT 6
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 7
LOT 18
OUTLOT A
HOUSING PHASE
FUTURE PHASE
FUTURE 2-STORY OFFICE BUILDING 40,000 GSF
FUTURE 2-STORY INDUSTRIAL BUILDING 130,000 GSF
FUTURE OFFICE BUILDING 20,000 GSF
FUTURE OFFICE BUILDING 50,000 GSF
FUTURE WAREHOUSE BUILDING 68,000 GSF
UNDER CONSTRUCTION
PEEL CIRCLE
FLOODWAY ZONE AE
ZONE X
ZONE AE
PAPIO MISSOURI RIVER NATURAL RESOURSE DISTRICT
EXISTING 5.00' UTILITY EASEMENT PER INSTR. 2000-08529
ACCESS / UTILITY EASEMENT RESERVED IN THIS PLAT
STORM SEWER EASEMENT VIA SEPARATE RECORDED INSTRUMENT
CONTROL POINT #95 5/8" REBAR N:90289.28 E:81613.07 ELEV:1076.27 (NAVD88)
CONTROL POINT #99 5/8" REBAR N:90823.84 E:82086.33 ELEV:1064.21 (NAVD88)
CONTROL POINT #97 5/8" REBAR N:90823.03 E:81110.66 ELEV:1050.68 (NAVD88)
CONTROL POINT #98 5/8" REBAR N:90291.16 E:81666.04 ELEV:1051.04 (NAVD88)
CONTROL POINT #96 5/8" REBAR N:90079.08 E:81826.26 ELEV:1058.98 (NAVD88)
CURB INLET #2132 RIM=1070.75' IE(S)=1066.35 18" RCP IE(W)=1065.75 30" RCP
CURB INLET #2578 RIM=1075.88' IE(E)=1071.68 30" RCP IE(W)=1070.88 18" RCP
CURB INLET #2077 RIM=1070.65' IE(N)=1066.75 18" RCP
SANITARY MH #2077 RIM=1069.93' IE(E)=1058.88 10" PVC IE(W)=1058.78 10" PVC
SANITARY MH #2042 RIM=1076.90' IE(E)=1065.60 10" PVC IE(W)=1065.50 10" PVC
SANITARY MH #2004 RIM=1085.00' IE(NW)=1073.45 10" PVC IE(NNE)=1073.45 ±8" PVC
CURB INLET #2078 RIM=1065.54' IE(N)=1062.08 18" RCP
CURB INLET #637 RIM=1065.64' IE(W)=1060.24 30" RCP IE(S)=1061.54 RCP
SANITARY MH #636 RIM=1065.34' IE(E)=1054.19 10" PVC IE(W)=1054.14 10" PVC
CURB INLET #638 RIM=1061.58' IE(W)=1055.48 24" RCP IE(E)=1055.68 30" RCP
SANITARY MH #568 RIM=1059.90' IE(W)=1049.30 10" PVC
SANITARY MH #522 RIM=1055.16' IE(N)=1044.96 10" PVC IE(W)=1044.41 10" PVC IE(E)=1044.31 10" PVC
SANITARY MH #487 RIM=1050.90' IE(N)=1039.90 6" PVC IE(E)=1039.29 10" PVC IE(S)=1039.16' 10" PVC
CURB INLET #458 RIM=1050.23' IE(E)=1044.78 24" RCP
GRATE INLET #456 RIM=1050.39' IE(W)=1045.56 24" RCP
SANITARY MH #440 RIM=1050.69' IE(N)=1038.54 10" PVC IE(S)=1038.54 10" PVC
CURB INLET #394 RIM=1049.63' IE(E)=1043.13 15" RCP
SANITARY MH #382 RIM=1049.97' IE(S)=1037.17 10" PVC IE(N)=1037.07 10" PVC IE(E)=1037.37 10" PVC
CURB INLET #299 RIM=1058.78' IE(S)=1055.68 18" CPP
SANITARY MH #338 RIM=1049.62' IE(N)=1036.92 10" PVC IE(W)=1035.82 10" PVC IE(E)=1035.92 10" PVC
CURB INLET #338 RIM=1049.60' IE(S)=1043.00 36" RCP IE(N)=1043.30 24" RCP
CURB INLET #338 RIM=1049.58' IE(W)=1041.68 36" RCP IE(E)=1041.78 36" RCP
STORM MH #280 RIM=1058.08'
WATER MH RIM=1058.21'
CURB INLET #236 RIM=1057.89' IE(NW)=1054.19 18" CPP IE(S)=1053.79 24" RCP
CURB INLET #273 RIM=1057.50' IE(N)=1052.06 24" RCP IE(S)=1052.06 24" RCP IE(E)=? (PIPE OFFSET) 18" CPP
SANITARY MH #274 RIM=1055.56' IE(NE)=1044.96 8" PVC IE(SW)=1044.96 8" PVC
SANITARY MH #116 RIM=1060.31' IE(SW)=1050.01 8" PVC IE(N)=1050.40 8" PVC IE(SE)=1050.11 8" PVC
EXISTING 5.00' UTILITY EASEMENT PER INSTR. 2000-08529
ACCESS / UTILITY EASEMENT RESERVED IN THIS PLAT
EXISTING 5.00' UTILITY EASEMENT PER INSTR. #000-08529
EXISTING 5.00' UTILITY EASEMENT PER INSTR. 2


S. 117TH STREET
60' PUBLIC RIGHT OF WAY
EMILINE STREET
60' PUBLIC RIGHT OF WAY
S. 116TH STREET
100' PUBLIC RIGHT OF WAY
HARRISON HILLS
LOT 2
LOT 3
LOT 4
LOT 5
LOT 7
LOT 1
LOT 2
OUTLOT A
FUTURE PHASE
FUTURE 2-STORY OFFICE BUILDING 40,000 GSF
FUTURE OFFICE BUILDING 20,000 GSF
FUTURE 2-STORY INDUSTRIAL BUILDING 130,000 GSF
FUTURE OFFICE BUILDING 50,000 GSF
FUTURE WAREHOUSE BUILDING 68,000 GSF
EXISTING 5.00' UTILITY EASEMENT PER INSTR. 2000-08529
EXISTING 8.00' UTILITY EASEMENT PER INSTR. 2000-08529
EXISTING 6.00' UTILITY EASEMENT PER INSTR. 2000-08529
EXISTING 5.00' UTILITY EASEMENT PER INSTR. 2000-08529
EXISTING 15.00' UTILITY EASEMENT PER INSTR. 2000-08529
EXISTING 5

ITEM D

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 16, 2021 AGENDA

Subject:	Type:	Submitted By:
PLANNED UNIT DEVELOPMENT SITE PLAN AMENDMENT – LOTS 1 & 16 HARRISON HILLS	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and ordinance prepared to consider an application for a Planned Unit Development (PUD) Site Plan amendment to allow for the addition of 84 units of workforce housing to the existing Streck campus development. Generally located south of the intersection of S. 117th Street and Emiline Street.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

On December 15, 2020 City Council approved applications by Streck, Inc. for a Future Land Use Map amendment to the Comprehensive Plan and Rezoning, for the Streck Workforce Housing development that will include 84 apartments north of the new Streck development underway in Harrison Hills.

A public hearing has been scheduled and resolution prepared to consider an application submitted by Streck, Inc. for a Planned Unit Development (PUD) Site Plan amendment to allow for the development of multi-family housing on proposed Lot 1 Harrison Hills Replat Seven which would include three (3) apartment buildings and one clubhouse. This would be an addition into the existing Streck campus development PUD site plan.

The applicant has requested an allowance for 0.45 garaged parking spaces per housing unit. A detailed staff report is attached. This would be a reduction from the requirement stated in Section 7.05.08 of the Zoning Ordinance of 0.50 garaged spaces per unit for multi-family developments. The applicant is also requesting an allowance for the required site area per unit requirement to be reduced to 1,500 square feet. A reduction from the requirement stated in Section 5.08.05 of the Zoning Ordinance of 2,250 square feet per unit.

The Planning Commission held a public hearing on February 18, 2021, and unanimously recommended approval of the PUD Site Plan amendment with allowances for a reduction of the required garage stalls per unit and a reduction in the required site square footage per unit, contingent upon on the resolution of the issues mentioned in the staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, AMENDING ESTABLISHED STANDARDS AND CONDITIONS FOR DEVELOPMENT UNDER THE FINAL PLANNED UNIT DEVELOPMENT PLAN; TO PROVIDE FOR SEVERABILITY; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. The Planned Unit Development plan for Streck (the "Streck Campus PUD") is hereby adopted for the following described real estate, to wit:

LEGAL DESCRIPTION

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

Section 2. The Streck Campus PUD is hereby adopted to provide for the development of a planned industrial campus for the research and manufacturing of medical products that will service not only the surrounding market area, but nationally and internationally. The campus will also include workforce housing, office, and other uses to provide support functions to this primary use. The regulations contained in this Ordinance will facilitate development in a planned, orderly fashion so as to protect the public health, safety, and general welfare. All grading, installation of infrastructure, development and build out shall be in strict accordance with the provisions of this Ordinance, except as shall be amended by the City Council in the required manner. The underlying industrial and residential zoning district regulations shall continue to be applicable, except as provided for in this Ordinance and the attached exhibits.

Section 3. Definitions

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

A. "Developer" shall mean Streck Inc, their successors and assigns.

B. "Gateway Corridor District" or "La Vista Gateway Corridor District" shall mean the City's overlay zoning district establishing basic site and building development criteria to be implemented within the boundaries of the overlay district.

C. "Mixed-use Industrial Campus" shall mean a development of related and/or attached buildings that are used primarily for manufacturing, warehousing, office activities.

D. "Open Space" shall mean anything on the site except buildings, parking lot and vehicular circulation, generally pervious, but may include well landscaped pedestrian places, pools, pool decks and roof gardens.

E. "Streck Campus PUD" shall mean the planned unit development that is subject to this Ordinance, as developed and approved, that outlines certain provisions for the development of the Subdivision and its uses. Such plan shall consist of the final plat, design guidelines, landscaping, etc.

F. "Plat" or "the Plat," shall mean the final plat of the Subdivision approved by the City Council or an administrative plat approved by staff.

G. "Campus" shall mean the 30.04 acres of land described in Exhibit "A" hereto, to be known as the "Streck Campus."

Section 4. Parcel Identification Map

Attached hereto and made a part of Streck Campus PUD for parcel delineation is the Parcel Identification Map for the Streck Campus PUD marked as Exhibit “B”.

Section 5. Conceptual Site Plan

A conceptual site plan for each parcel shall be submitted to the City for approval prior to any lot development within said parcel.

Section 6. Building Design Guidelines and Criteria

Except as otherwise provided in Subsection 7C below, all applications shall adhere to requirements of the City’s Commercial Building Design Guide and Criteria as adopted within the La Vista Gateway Corridor District, subject to any additions, subtractions, or modifications from time to time, (“Commercial Building Design Guide and Criteria”). Prior to issuance of a building permit, the City, Developer and the applicant shall have mutually agreed upon a specific design plan that complies with such criteria.

Section 7. Conditions

All uses within the Subdivision shall adhere to the underlying zoning district except as herein provided.

A. General Conditions

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

i. All subdivisions, public streets, public street rights-of-way and general development shall adhere to the standards and design criteria set forth in the La Vista Subdivision Regulations and the most current design standards adopted by the City of La Vista pertaining thereto unless otherwise stated within this Streck Campus PUD.

ii. Unless otherwise specified herein, the development of the Streck Campus PUD shall comply with the applicable La Vista Zoning District Regulations or any other applicable City Codes.

B. Land Use Design Criteria

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

i. The intent of the design and layout of the Streck Campus is to develop the site for manufacturing of medical products, with office, multi-family workforce housing, and limited retail as accessory uses.

a. Building Height. Permitted building heights shall be the same as those listing in the I-1 Light Industrial District regulations unless otherwise approved by the City Council as part of a PUD Site Plan.

b. Building Setback. Building setbacks shall be the same as those listed in the I-1 Light Industrial District regulations unless otherwise approved by the City Council as part of the PUD Site Plan marked as Exhibit “B”.

c. Landscaping. Landscaping throughout the Subdivision shall be consistent with the PUD Site Plan map set, Exhibit “B”

and the City's Commercial Building Design Guide and Criteria. A complete and detailed landscaping plan is required prior to building permit approval to assure compliance with the vision of the Streck Campus PUD.

d. Site Area Per Residential Unit. Shall be 2,250 per multi-family residential unit.

C. Commercial Building Design Guide and Criteria

All applications and improvements shall adhere to requirements of the City's Commercial Building Design Guide and Criteria. Provided, however, north and south faces of Building #1 where they will adjoin future buildings, and parts of the faces of such future buildings where they will adjoin additional future buildings, as depicted in Exhibit "C," (all future buildings in Exhibit C together shall be referred to herein as "Future Phases") shall not be required to comply with the structural design requirements of the Commercial Building Design Guide and Criteria. Developer intends to construct such Future Phases within 7 - 10 years of the approval of the original PUD ordinance as approved on November 5, 2019, which Future Phases, upon completion, shall adhere to requirements of the Commercial Building Design Guide and Criteria. If such Future Phases are not constructed within 10 years of the issuance of a Certificate of Occupancy on Building #1, Developer shall plant a row of overstory trees along the north and south faces of Building #1, and along the face of any other building, or portion thereof, that does not adjoin another building or satisfy the requirements of the Commercial Building Design Guide and Criteria. Trees shall be planted at a spacing of one (1) tree per forty (40) feet. The species of tree selected shall be from Exhibit "A" of the City's Commercial Building Design Guide and Criteria.

D. Access, Sidewalks, and Off-Street Parking

i. Access. Driveways shall be located so that no undue interference with the free movement of road traffic will result, to provide the required sight distance, and to provide the most-favorable driveway grade. Access points within the development shall be limited to what is shown on the final plat and subdivision agreement. Any deviation from this shall require the approval of the City.

ii. Sidewalks. Due to issues with topography, utilities, and the narrowness of the lots the sidewalks within the development will be constructed to a minimum width of five (5) feet and shall be laid out in conformance with the Subdivision Regulations unless otherwise approved by the City Council as part of the PUD Site Plan marked as Exhibit "B".

iii. Off-Street Parking. Parking on lots within Lot 2 of the PUD overlay shall be provided based on the aggregate ratio of one (1) off-street parking spaces per three thousand (3,000) square feet of gross floor area of industrial improvements constructed on Lot 2, separate from those spaces dedicated to office uses, unless off-site/public parking is utilized with approval of the city.

Parking on lots within Lot 1 of the PUD overlay shall be provided based on the aggregate ratio of one (1) off-street parking spaces per bedroom of multi-family improvements constructed on Lot 1, separate from those spaces dedicated to office uses, unless off-site/public parking is utilized with approval of the city.

Enclosed parking within Lot 1 of the PUD overlay shall be based on the aggregate ratio of 0.45 enclosed garage spaces per unit of multi-family improvements construction on Lot 1, separate from those spaces dedicated to office uses.

Section 8. 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, sentence 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 9. That this Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 16TH DAY OF MARCH 2021.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

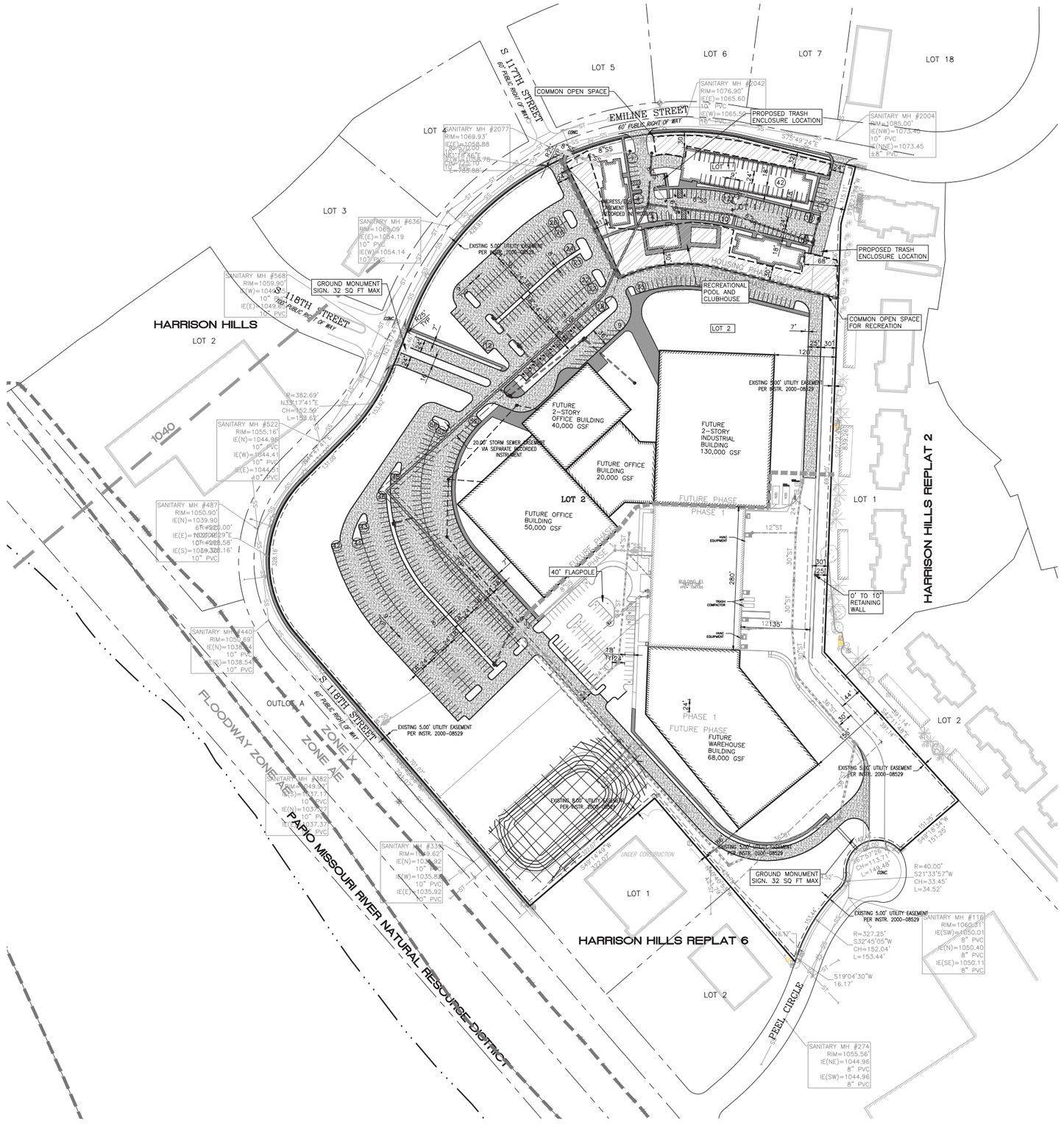
ATTEST:

_____
Pamela A. Buethe, CMC
City Clerk

EXHIBIT A

Streck – Lots 1 and 2 Harrison Hills Replat 7, Northwest 1/4, Section 17, Township 14 North, Range 12 East of the 6th P.M. Sarpy County, Nebraska.

EXHIBIT B



PUD SITE REGULATOR TABLE

LEGAL DESCRIPTION: LOT 1 HARRISON HILLS REPLAT 7, LAVISTA, NEBRASKA

USE TYPE: MULTIPLE FAMILY DWELLINGS

ZONING: R-3, HIGH DENSITY RESIDENTIAL PUD, GATEWAY CORRIDOR DISTRICT (OVERLAY DISTRICT)

[ ] PERMITTED USE
[X] CONDITIONAL USE
[ ] SPECIAL USE

SITE REGULATORS (SEE SECTION 5.08):

	ALLOWANCES
A. SITE AREA	2,250 SF/UNIT MIN.
B. MINIMUM WIDTH	100 FEET
C. SETBACK	
MIN. FRONT YARD	30', 60' WHEN PARKING IS LOCATED IN FRONT YARD
MIN. SIDE YARD	10', 5' ADDITIONAL FOR EACH STORY IN EXCESS OF 3 STORIES
MIN. REAR YARD	30'
D. BUILDING HEIGHT	45' MAX
E. MAX BUILDING COVER (%)	40% (BUILDING COVERAGE/LOT AREA = 30,225 SF/132,026 SF = 23%)
F. MIN COMMON OPEN SPACE (%)	30% (OPEN SPACE/LOT AREA = 44,880 SF/132,026 SF = 34%)
G. DENSITY OF DWELLING UNITS	UNITS/ACRE = 84 UNITS/ 3.03 AC. = 27.72 UNITS/AC.

OFF STREET PARKING REQUIREMENTS (SEE SECTION 7.06)

	UNITS	PARKING REQUIRED	PARKING PROVIDED
STUDIO	15	1 PER BED = 15 STALLS	
1-BED	42	1 PER BED = 42 STALLS	
2-BED	27	1 PER BED = 54 STALLS	
TOTAL	84 UNITS	111 STALLS	. 116 STALLS
MIN. ENCLOSED PARKING (SEE SECTION 7.05.08)		0.45 ENCLOSED GARAGES PER UNIT	

ACCESSIBLE PARKING REQUIREMENTS (SEE SECTION 7.08)

PARKING REQUIRED	PARKING PROVIDED
116 TOTAL = 5 ACCESSIBLE	5 STALLS

PUD SITE REGULATOR TABLE

LEGAL DESCRIPTION: LOT 2 HARRISON HILLS REPLAT 7, LAVISTA, NEBRASKA

USE TYPE: LIGHT MANUFACTURING

ZONING: I-1 PUD, GATEWAY CORRIDOR DISTRICT (OVERLAY DISTRICT) (SEE SECTION 5.13)

[X] PERMITTED USE
[ ] CONDITIONAL USE
[ ] SPECIAL USE

SITE REGULATORS (SEE SECTION 5.13):

	ALLOWANCES
A. SITE AREA	10,000 SF MIN.
B. MINIMUM WIDTH	100 FEET
C. SETBACK	
FRONT YARD	35', 60' WHEN PARKING IS LOCATED IN FRONT YARD
SIDE YARD	30'
REAR YARD	25'
D. BUILDING HEIGHT	45' MAX
E. MAX LOT COVER (%)	65%
F PARKING REQUIREMENTS (SEE SECTION 7.06)	1 SPACES/3,000 SF OF GROSS FLOOR AREA (INDUSTRIAL USE) 1 SPACE/200 SF OF GROSS FLOOR AREA (OFFICE BUILDING USE) 1 SPACE/5,000 SF OF GROSS FLOOR AREA (WAREHOUSE & DISTRIBUTION USE)

OFF STREET PARKING REQUIREMENTS (SEE SECTION 7.06)

	GROSS FLOOR AREA	PARKING REQUIRED	PARKING PROVIDED
PHASE1 (EXISTING)	78,472 SF	1 PER 3,000 SF = 27 STALLS	75 STALLS
FUTURE PHASES (INDUSTRIAL USE)	130,000 SF	1 PER 3,000 SF = 44 STALLS	602 STALLS
FUTURE PHASES (OFFICE USE)	110,000 SF	1 PER 200 SF = 550 STALLS	
FUTURE PHASES (WAREHOUSE)	68,000 SF	1 PER 5,000 SF = 14 STALLS	
TOTAL	386,472 SF	635 STALLS	. 669 STALLS (8 PHASE 1 STALLS WILL BE REMOVED)

ACCESSIBLE PARKING REQUIREMENTS (SEE SECTION 7.08)

	PARKING REQUIRED	PARKING PROVIDED
PHASE 1 (EXISTING)	75 TOTAL = 3 ACCESSIBLE	3 STALLS
TOTAL	2% OF 669 TOTAL STALLS = 14 ACCESSIBLE	14 STALLS

LEGEND

- PROPERTY LINE
- SANITARY SEWER
- STORM SEWER
- FIBER OPTIC
- GAS
- WATER
- UNDERGROUND POWER
- OVERHEAD POWER
- TELEPHONE
- CABLE TELEVISION
- MANHOLE
- CURB INLET
- GRATE INLET
- HOODED GRATE INLET
- HYDRANT
- LIGHT POLE
- PROPOSED CONTOUR
- EXISTING CONTOUR
- RETAINING WALL
- PC CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER
- PC CONCRETE SIDEWALK
- BUILDING
- PARKING STALL COUNT
- PHASE LINE
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED MANHOLE
- PROPOSED F.E.S.
- PROPOSED CURB INLET (BY OTHERS)
- PROPOSED BASIN
- FUTURE STORM SEWER
- FUTURE SANITARY SEWER
- FUTURE PC CONCRETE SIDEWALK
- FUTURE PC CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER
- COMMON OPEN SPACE

LAMP RYNEARSON
14710 W. DODGE RD. STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

0 100 200

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

PLANNED UNIT DEVELOPMENT SITE EXHIBIT

STRECK, INC. (HARRISON HILLS FACILITY)
LAVISTA, NEBRASKA

811 Know what's below. Call before you dig.

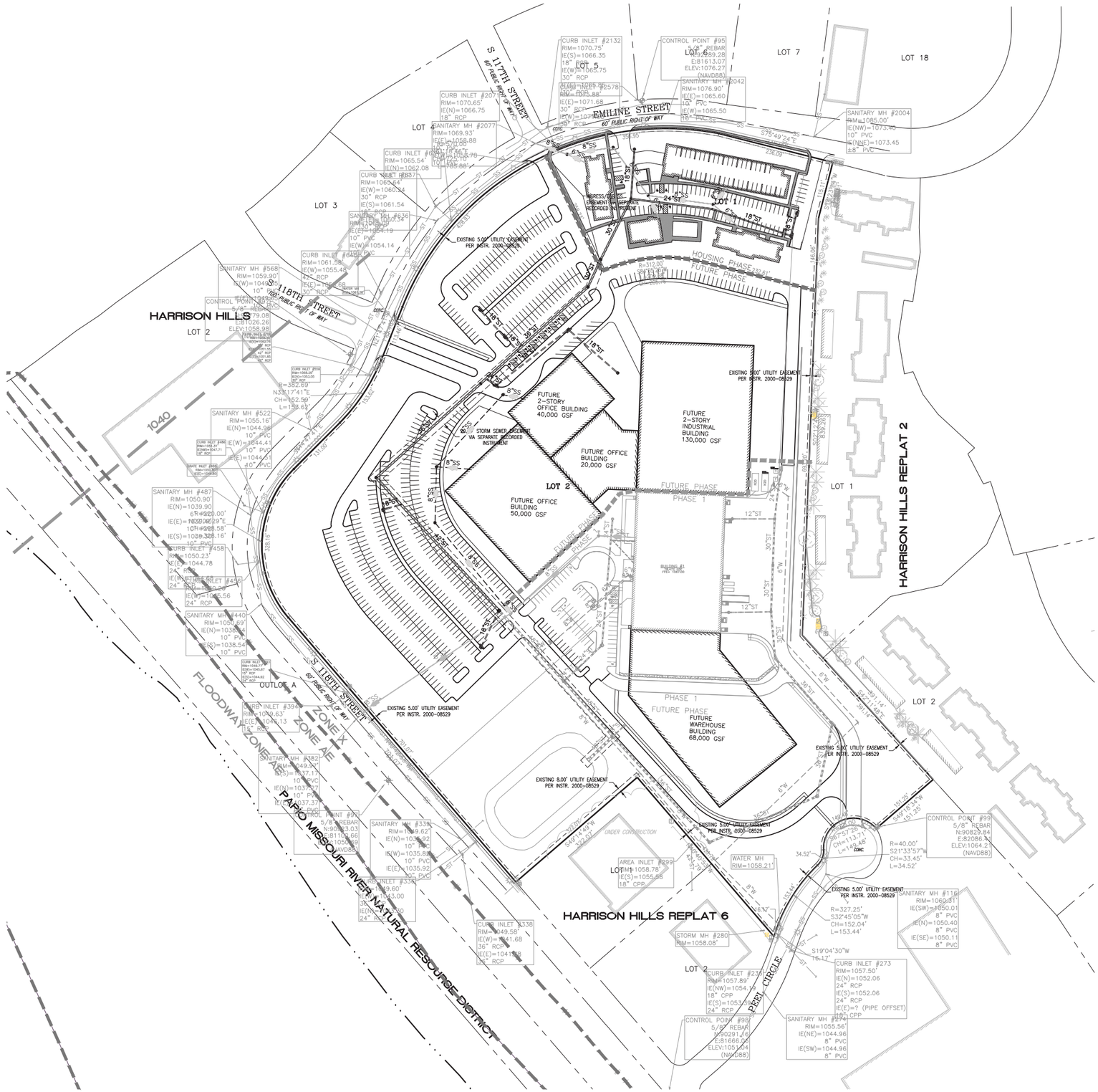
ALL UTILITIES ARE SHOWN BASED ON THE INFORMATION AVAILABLE TO THE ENGINEER. THERE IS NO GUARANTEE ALL UTILITIES ARE SHOWN AND THAT THE LOCATION, DEPTH, AND SIZE OF EACH FACILITY IS CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES AND SERVICE LINES PRIOR TO CONSTRUCTION.

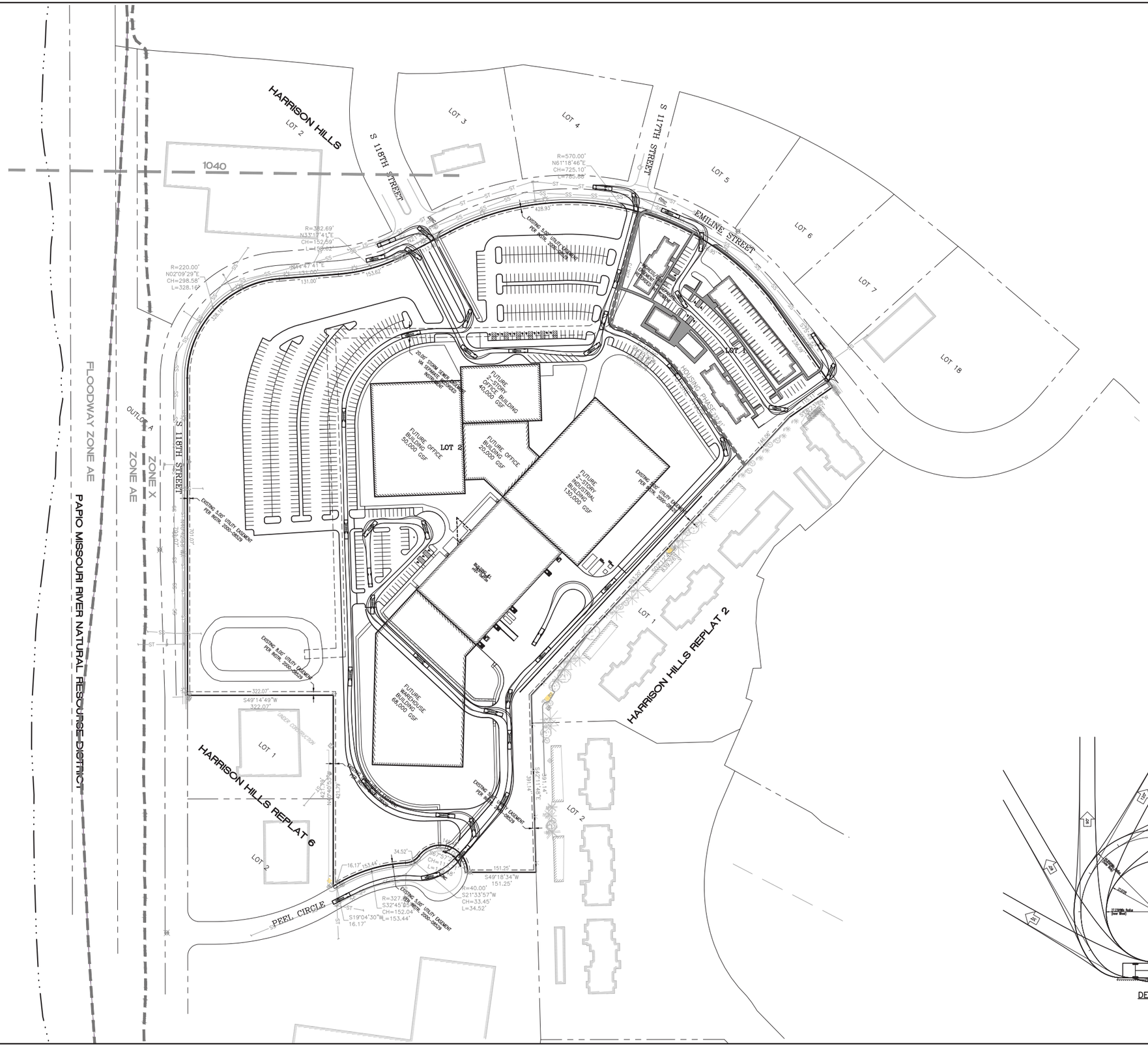
REVISIONS

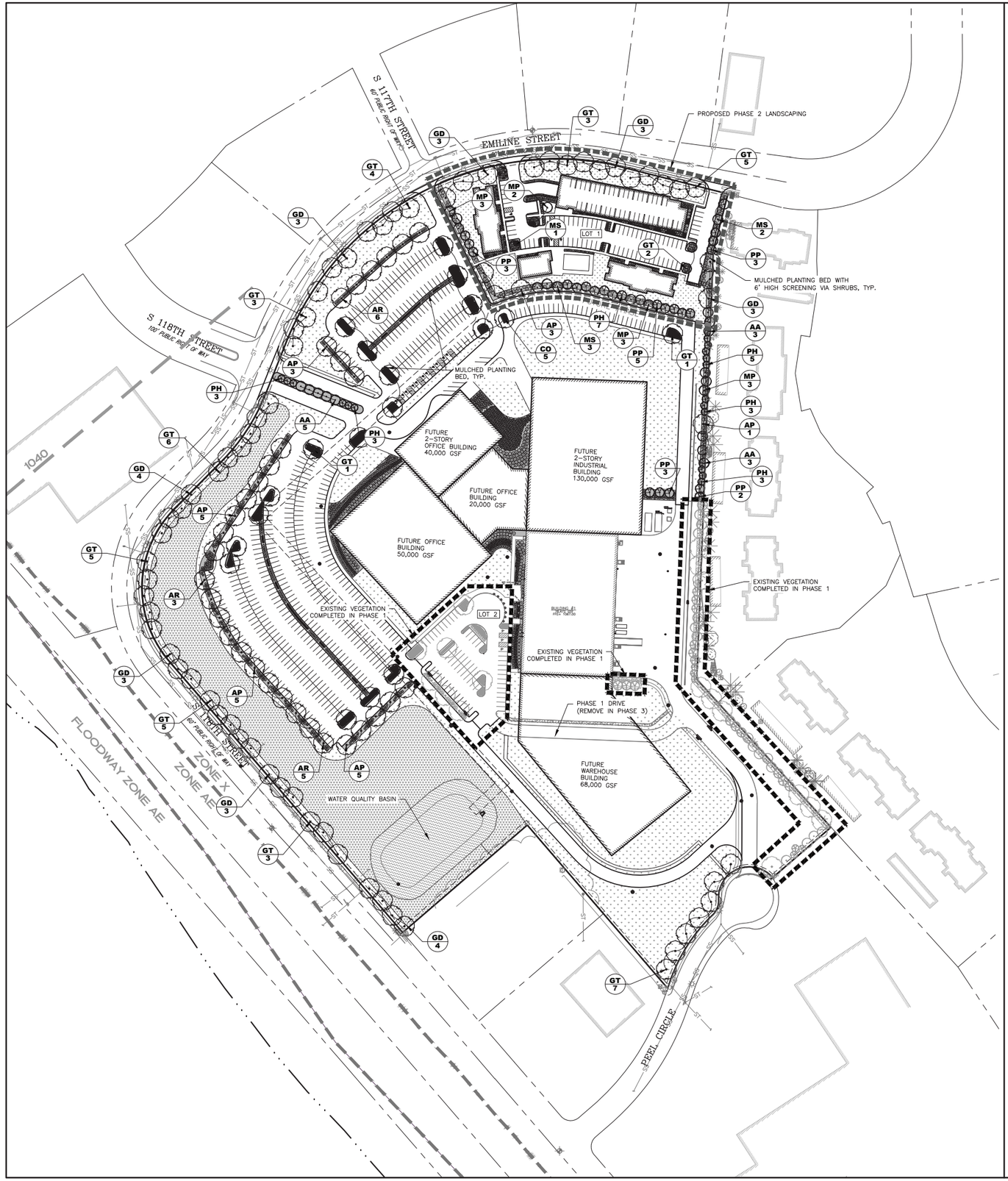
DESIGNER / DRAFTER THOMAS GLIDEWELL
DATE
PROJECT NUMBER 0118087.01
BOOK AND PAGE

SHEET 1 OF 1

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30" RCP
CONTROL POINT #95
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ELEV:1076.27
(NAVD88)
SANITARY MH #2042
RIM=1076.90'
IE(E)=1065.60
10" PVC
IE(W)=1065.50
10" PVC
SANITARY MH #2004
RIM=1085.00'
IE(NW)=1073.45
10" PVC
IE(NE)=1073.45
±8" PVC
CURB INLET #2077
RIM=1070.65'
IE(N)=1066.75
18" RCP
SANITARY MH #2077
RIM=1069.93'
IE(E)=1058.88
10" PVC
IE(W)=1058.78
10" PVC
CURB INLET #637
RIM=1065.64'
IE(W)=1060.34
30" RCP
IE(S)=1061.54
18" RCP
CURB INLET #636
RIM=1061.88'
IE(W)=1055.48
12" RCP
IE(E)=1055.68
12" RCP
SANITARY MH #636
RIM=1060.34'
IE(E)=1054.49
10" PVC
IE(W)=1054.14
10" PVC
SANITARY MH #568
RIM=1059.90'
IE(W)=1049.32
10" PVC
CONTROL POINT #94
5/8" REBAR
N:90126.26
E:81126.26
ELEV:1058.98
(NAVD88)
SANITARY MH #522
RIM=1055.16'
IE(N)=1044.96
10" PVC
IE(W)=1044.41
10" PVC
IE(E)=1044.31
10" PVC
SANITARY MH #487
RIM=1050.90'
IE(N)=1039.90
6" PVC
IE(E)=1039.00'
IE(E)=1039.00
10" PVC
IE(S)=1039.16'
10" PVC
SANITARY MH #458
RIM=1050.23'
IE(E)=1044.78
24" RCP
IE(W)=1044.58
24" RCP
CURB INLET #456
IE(N)=1045.56
24" RCP
SANITARY MH #440
RIM=1055.89'
IE(N)=1038.64
10" PVC
IE(E)=1038.54
10" PVC
CURB INLET #394
RIM=1039.63'
IE(S)=1034.13
18" RCP
SANITARY MH #382
RIM=1049.37'
IE(S)=1037.17
10" PVC
IE(N)=1037.27
10" PVC
IE(E)=1037.37
10" PVC
CONTROL POINT #97
5/8" REBAR
N:90153.03
E:81102.66
ELEV:1059.89
(NAVD88)
SANITARY MH #338
RIM=1049.62'
IE(N)=1039.92
10" PVC
IE(W)=1039.82
10" PVC
IE(E)=1039.92
10" PVC
CURB INLET #338
RIM=1049.60'
IE(N)=1043.00
24" RCP
IE(W)=1043.00
24" RCP
CURB INLET #338
RIM=1049.58'
IE(W)=1041.68
36" RCP
IE(E)=1041.68
36" RCP
CURB INLET #2135
RIM=1057.89'
IE(NW)=1054.19
18" CPP
IE(S)=1053.99
24" RCP
CONTROL POINT #98
5/8" REBAR
N:90291.46
E:81666.90
ELEV:1051.04
(NAVD88)
STORM MH #280
RIM=1058.08'
AREA INLET #299
RIM=1058.78'
IE(S)=1055.58
18" CPP
WATER MH
RIM=1058.21'
CURB INLET #273
RIM=1057.50'
IE(N)=1052.06
24" RCP
IE(S)=1052.06
24" RCP
IE(E)=? (PIPE OFFSET)
18" CPP
SANITARY MH #274
RIM=1055.56'
IE(NE)=1044.96
8" PVC
IE(SW)=1044.96
8" PVC
SANITARY MH #1118
RIM=1060.81'
IE(SW)=1050.01
8" PVC
IE(N)=1050.40
8" PVC
IE(SE)=1050.11
8" PVC
CONTROL POINT #99
5/8" REBAR
N:90820.84
E:82086.34
ELEV:1064.21
(NAVD88)
CURB INLET #2120
RIM=1070.65'
IE(N)=1066.75
18" RCP
CONTROL POINT #96
5/8" REBAR
N:90289.88
E:81611.79
ELEV:1076.27
(NAVD88)
SANITARY MH #1042
RIM=1076.90'
IE(E)=1065.60
10" PVC
IE(W)=1065.50
10" PVC
SANITARY MH #2004
RIM=1085.00'
IE(NW)=1073.45
10" PVC
IE(NE)=1073.45
±8" PVC
EXISTING 5.00' UTILITY EASEMENT PER INSTR. 2000-08529
EXISTING 8.00' UTILITY EASEMENT PER INSTR. 2000-08529
EXISTING 5.00' UTILITY EASEMENT PER INSTR. 6005-08529
ACCESS/EGRESS EASEMENT TO BE SEPARATE RECORDED INSTRUMENT
STORM SEWER EASEMENT VIA SEPARATE RECORDED INSTRUMENT
HOUSING PHASE
FUTURE PHASE
PHASE 1
FUTURE PHASE
FUTURE 2-STORY OFFICE BUILDING 40,000 GSF
FUTURE OFFICE BUILDING 20,000 GSF
FUTURE OFFICE BUILDING 50,000 GSF
FUTURE 2-STORY INDUSTRIAL BUILDING 130,000 GSF
FUTURE WAREHOUSE BUILDING 68,000 GSF
UNDER CONSTRUCTION
HARRISON HILLS REPLAT 6
HARRISON HILLS REPLAT 5
PEBEL CIRCLE
FLOODWAY ZONE AE
ZONE X
ZONE AE
PAPIO MISSOURI RIVER NATURAL RESOURCE DISTRICT
R=382.69'
N33°17'41"E
CH=152.59'
L=153.63'
R=327.25'
S32°45'05"W
CH=152.04'
L=153.44'
R=40.00'
S21°33'57"W
CH=33.45'
L=34.52'
S19°04'30"W
16.17'
S54°16'34"W
151.25'
S43°16'45"W
173.07'
S42°57'26"E
CH=113.71'
L=114.48'
S78°49'24"E
236.09'
N78°49'24"W
236.09'
S78°49'24"E
236.09'
N=311.00
E=1311.00
CONC
N=311.00
E=1547.00
CONC
N=311.00
E=1311.00
CONC
N=311.00
E=1547.00
CONC
S42°57'26"E
CH=113.71'
L=114.48'
CONC
S54°16'34"W
151.25'
S43°16'45"W
173.07'


HARRISON HILLS
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 18
1040
S 118TH STREET
S 117TH STREET
EMILINE STREET
R=570.00'
N61°18'46"E
CH=725.10'
L=785.88'
R=382.69'
N33°17'41"E
CH=152.59'
L=156.02'
R=220.00'
N02°09'29"E
CH=298.58'
L=328.16'
N56°47'41"E
153.62'
131.00'
428.93'
EXISTING 5.00' UTILITY EASEMENT PER INSTR. 2000-08029
EXISTING 20.00' UTILITY EASEMENT PER INSTR. 2000-08029
EXISTING 30.00' UTILITY EASEMENT PER INSTR. 2000-08029
EXISTING 20.00' STORM SEWER EASEMENT VIA SPHERE DOOR MAINTENANCE
EXISTING 20.00' STORM SEWER EASEMENT PER INSTR. 2000-08029
EXISTING 20.00' STORM SEWER EASEMENT PER INSTR. 2000-08029
EXISTING 5.00' UTILITY



PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
		DECIDUOUS TREES				
	AR	ACER RUBRUM 'MAGNIFICENT MAGENTA'	BURGUNDY BELLE RED MAPLE	2.5" CAL.	30–50	20–30
	GT	GLEDITSIA TRIACANTHOS VAR. INERMIS 'HALKA'	HALKA HONEYLOCUST	2.5" CAL.	30–50	20–30
	CO	CELTIS OCCIDENTALIS 'PRAIRIE PRIDE'	PRAIRIE PRIDE HACKBERRY	2.5" CAL.	30–50	20–30
	QV	QUERCUS VIRGINIANA	HERITAGE OAK	2.5" CAL.	30–50	20–30
	AP	ACER PLATANOIDES	NORWAY MAPLE	2.5" CAL.	30–50	20–30
	GD	GYMNOCLADUS DIOICUS ESPRESSO	KENTUCKY COFFEE	2.5" CAL.	30–50	20–30
	AA	AMELANCHIER ARBOREA 'CLUMP FORM'	DOWNY SERVICEBERRY	2.5" CAL.	15–25	15–25
	MP	MALUS PRAIRIFIRE	PRAIRIE FIRE CRABAPPLE	2.5" CAL.	15–25	15–25
	MS	MALUS SNOWDRIFT	SNOW DRIFT CRABAPPLE	2.5" CAL.	15–25	15–25
		CONIFEROUS TREES				
	PH	PINUS HELDREICHII	BOSNIAN PINE	6' HIGH	30–40	20–30
	PP	PICEA PUNGENS	COLORADO BLUE SPRUCE	6' HIGH	30–40	20–30
		SHRUBS, GROUND COVERS, PERENNIALS, AND ORNAMENTAL GRASSES				
MULCHED PLANTING AREAS WITH DRIP IRRIGATION	CODE	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
	RA	RHUS AROMATICA 'GRO–LOW'	GRO–LOW FRAGRANT SUMAC	5 GAL.	4–6	3–5
	SA	SPIREA ALBIFLORA	JAPANESE WHITE SPIREA	5 FAL.	3–5	3–5
	EA	EUONYMUS ALATUS	BURNING BUSH	5 GAL.	4–6	4–6
	JS	JUNIPERUS SABINA 'TAMARISCIFOLIA'	GREEN TAM JUNIPER	5 GAL.	2–4	2–4
	JC	JUNIPERUS CHINENSIS 'SEA GREEN'	SEA GREEN JUNIPER	5 GAL.	2–4	2–4
	HPM	HEMEROCALLIS 'PARDON ME'	PARDON ME DAYLILY	1 GAL.	1–2	1–2
	HHR	HEMEROCALLIS 'HAPPY RETURNS'	HAPPY RETURNS DAYLILY	1 GAL.	1–2	1–2
	NMH	NARCISSUS SP. 'MOUNT HOOD'	MOUNT HOOD DAFFODIL	1 GAL.	1–2	1–2
	SMN	SALVIA NEMOROSA 'MAY NIGHT'	MAY NIGHT SALVIA	1 GAL.	1–2	1–2

SURFACE RESTORATION SCHEDULE

	NON–IRRIGATED NATIVE GRASSES: AREA TO BE CONSTRUCTED WITH LOW GROW GRASS MIX BY UNITED SEEDS INC. (WWW.UNITEDSEEDS.COM) OR APPROVED EQUAL. MIX TO INCLUDE: SIDEOATS GRAMA, BLUE GRAMA, HARD FINE FESCUE, SHEEP FINE FESCUE, BLUE FINE FESCUE, AND LITTLE BLUESTEM. INSTALL PER SUPPLIER'S SPECIFICATIONS. COORDINATE SEEDING TIME, SEEDING RATE, AND INSTALLATION METHOD WITH SUPPLIER. CONSTRUCT EROSION CONTROL MATTING ON ALL AREAS RECEIVING SEED BY MEANS OF NORTH AMERICAN GREEN ERONET S150 EROSION CONTROL BLANKET OR APPROVED EQUAL. INSTALL PER MANUFACTURER'S SPECIFICATIONS. ALL AREAS RECEIVING SEED SHALL HAVE SOILS SCARIFIED TO A MINIMUM DEPTH OF 12".
	IRRIGATED LAWN AREA – BLUEGRASS OR TURF TYPE TALL FESCUE
	WATER QUALITY BASIN: NON–IRRIGATED AREA TO BE CONSTRUCTED WITH SEEDING/MATTING ON SIDE SLOPES AND PLUGS AT BOTTOM OF BASIN. SEED MIX SHALL BE FLOOD PLAIN MIXTURE BY UNITED SEEDS INC. (WWW.UNITEDSEEDS.COM) OR APPROVED EQUAL. MIX TO INCLUDE: BIG BLUESTEM, OATS, FOX SEDGE, CANADA WILDRYE, VIRGINIA WILDRYE, SWITCHGRASS, WESTERN WHEATGRASS, PRAIRIE CORDGRASS. PLUGS SHALL BE EQUAL MIX OF BROWN FOX SEDGE, COMMON OAK SEDGE, PALM SEDGE, AND RIVERBANK SEDGE. INSTALL ALL SEEDS, MATTING, AND SEDGES PER MANUFACTURER'S SPECIFICATIONS.

LANDSCAPE REQUIREMENTS

LOT 1

STREET FRONTAGE (SECTION 07.17.03.02) – EMILINE STREET

EMILINE STREET FRONTAGE 591' – ACCESS DRIVES 65' = 526'
TREES REQUIRED (1 TREE / 40 LF FRONTAGE) 526' / 40' = 13 TREES
TREES PROVIDED = 13 TREES

SIDE YARD (SECTION 07.17.03.03) – EAST PROPERTY LINE ABUTTING RESIDENTIAL

261 LF x 10' WIDTH
MINIMUM 6' HIGH VEGETATIVE SCREENING

PARKING AREA INTERIOR LANDSCAPING (SECTION 07.17.03.06)

PARKING STALLS = 79
INTERIOR LANDSCAPING REQUIRED (10 SF / PARKING STALL) = 790 SF
INTERIOR LANDSCAPING PROVIDED = 3,767 SF

PARKING AREA PERIMETER LANDSCAPING (SECTION 07.17.03.07)

PARKING LOT STREET FRONTAGE = 94 LF
TREES REQUIRED (1 TREE / 40 LF STREET FRONTAGE) = 2 TREES
TREES PROVIDED = 2

PARKING AREA SCREENING (SECTION 07.17.04.01)

PARKING LOT SCREENING = 94 LF
MINIMUM 3' HIGH VEGETATIVE SCREENING

LOT 2

STREET FRONTAGE (SECTION 07.17.03.02) – EMILINE STREET

EMILINE STREET FRONTAGE 991' – ACCESS DRIVES 104' = 887'
TREES REQUIRED (1 TREE / 40 LF FRONTAGE) 887' / 40' = 22 TREES
TREES PROVIDED = 22 TREES

STREET FRONTAGE (SECTION 07.17.03.02) – SOUTH 118TH STREET

SOUTH 118TH STREET FRONTAGE 865'
TREES REQUIRED (1 TREE / 40 LF FRONTAGE) 865' / 40' = 22 TREES
TREES PROVIDED = 22 TREES

STREET FRONTAGE (SECTION 07.17.03.02) – PEEL CIRCLE

PEEL CIRCLE STREET FRONTAGE 354' – ACCESS DRIVES 30' = 324'
TREES REQUIRED (1 TREE / 40 LF FRONTAGE) 304' / 40' = 8 TREES
TREES PROVIDED = 7 TREES (1 TREE INSTALLED WITH PHASE 1 IMPROVEMENTS)

SIDE YARD (SECTION 07.17.03.03) – EAST PROPERTY LINE ABUTTING RESIDENTIAL

1,084 LF x 10' WIDTH
MINIMUM 6' HIGH VEGETATIVE SCREENING
(740 LF INSTALLED WITH PHASE 1 IMPROVEMENTS)

SIDE YARD (SECTION 07.17.03.03) – NORTH PROPERTY LINE ABUTTING RESIDENTIAL LOT 1

442 LF x 10' WIDTH
MINIMUM 6' HIGH VEGETATIVE SCREENING
(LANDSCAPING PROPOSED ON LOT 1 BASED ON LOT LINE LOCATION WITHIN PARKING LOT)

SIDE YARD (SECTION 07.17.03.03) – EAST PROPERTY LINE ABUTTING RESIDENTIAL LOT 1

259 LF x 10' WIDTH
MINIMUM 6' HIGH VEGETATIVE SCREENING
(LANDSCAPING PROPOSED ON LOT 1 BASED ON LOT LINE LOCATION WITHIN PARKING LOT)

PARKING AREA INTERIOR LANDSCAPING (SECTION 07.17.03.06)

PARKING STALLS = 739
INTERIOR LANDSCAPING REQUIRED (10 SF / PARKING STALL) = 7,390 SF
INTERIOR LANDSCAPING PROVIDED = 22,012 SF

PARKING AREA PERIMETER LANDSCAPING (SECTION 07.17.03.07)

PARKING LOT STREET FRONTAGE = 1,102
TREES REQUIRED (1 TREE / 40 LF STREET FRONTAGE) = 27 TREES
TREES PROVIDED = 27

PARKING AREA SCREENING (SECTION 07.17.04.01)

PARKING LOT SCREENING = 1,437 LF
MINIMUM 3' HIGH VEGETATIVE SCREENING

LANDSCAPE NOTES

ALL TURF LAWN AREAS AND MULCHED PLANTING BED AREAS TO BE IRRIGATED PER CITY OF LA VISTA ZONING ORDINANCE SECTION 5.17.05.03

LAMP RYNEARSON
14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

0 100 200

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

PLANNED UNIT DEVELOPMENT
LANDSCAPE EXHIBIT

STRECK, INC. (HARRISON HILLS FACILITY)
LAVISTA, NEBRASKA

811 Know what's below. Call before you dig.

ALL UTILITIES ARE SHOWN BASED ON THE INFORMATION AVAILABLE TO THE ENGINEER. THERE IS NO GUARANTEE ALL FACILITIES ARE SHOWN OR THAT THE LOCATION, DEPTH AND SIZE OF EACH FACILITY IS CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES AND SERVICE LINES PRIOR TO CONSTRUCTION.

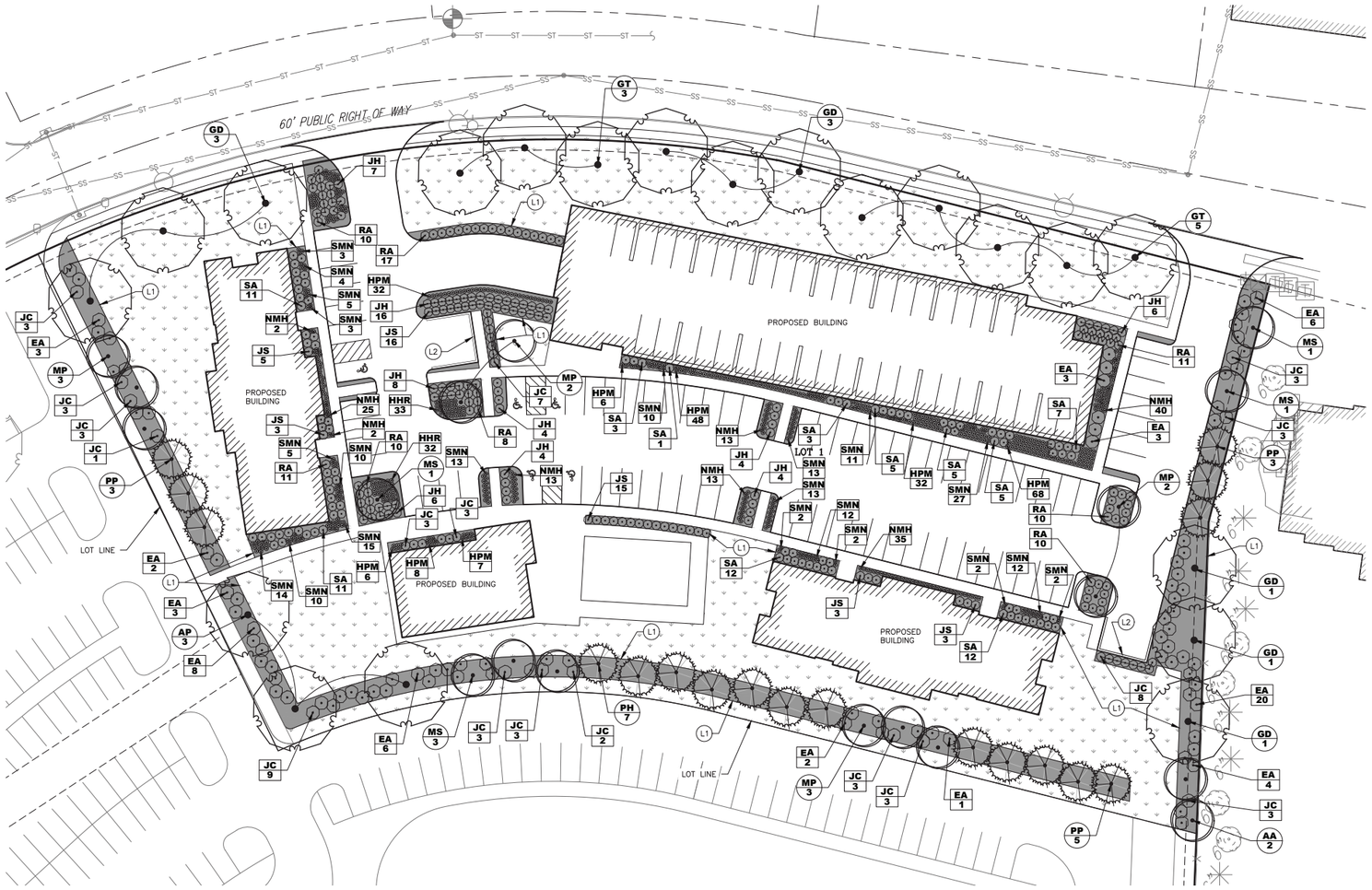
REVISIONS

DESIGNER / DRAFTER
M. SHARP / J. DENNELL
DATE

PROJECT NUMBER
0118087.01
BOOK AND PAGE

SHEET
1 OF 1

L:\Engineering\0118087 Streck Lot\DRAWINGS\Exhibits\0118087-PHZ1-LANDSCAPE EXHIBIT – OVERALL.dwg, 1/29/2021 10:15:43 AM, BRENDAN FRENCH, LAMP RYNEARSON



PLANT SCHEDULE

CODE	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
DECIDUOUS TREES					
AR	ACER RUBRUM 'MAGNIFICENT MAGENTA'	BURGUNDY BELLE RED MAPLE	2.5" CAL.	30–50	20–30
GT	GLEDITSIA TRIACANTHOS VAR. INERMIS 'HALKA'	HALKA HONEYLOCUST	2.5" CAL.	30–50	20–30
CO	CELTIS OCCIDENTALIS 'PRAIRIE PRIDE'	PRAIRIE PRIDE HACKBERRY	2.5" CAL.	30–50	20–30
QV	QUERCUS VIRGINIANA	HERITAGE OAK	2.5" CAL.	30–50	20–30
AP	ACER PLATANOIDES	NORWAY MAPLE	2.5" CAL.	30–50	20–30
GD	GYMNOCLADUS DIOICUS ESPRESSO	KENTUCKY COFFEE	2.5" CAL.	30–50	20–30
AA	AMELANCHIER ARBOREA 'CLUMP FORM'	DOWNY SERVICEBERRY	2.5" CAL.	15–25	15–25
MP	MALUS PRAIRIFIRE	PRAIRIE FIRE CRABAPPLE	2.5" CAL.	15–25	15–25
MS	MALUS SNOWDRIFT	SNOW DRIFT CRABAPPLE	2.5" CAL.	15–25	15–25
CONIFEROUS TREES					
PH	PINUS HELDREICHII	BOSNIAN PINE	6' HIGH	30–40	20–30
PP	PICEA PUNGENS	COLORADO BLUE SPRUCE	6' HIGH	30–40	20–30

SHRUBS, GROUND COVERS, PERENNIALS, AND ORNAMENTAL GRASSES

CODE	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
RA	RHUS AROMATICA 'GRO–LOW'	GRO–LOW FRAGRANT SUMAC	5 GAL.	2–3	3–5
SA	SPIREA ALBIFLORA	JAPANESE WHITE SPIREA	5 FAL.	3–4	3–5
EA	EUONYMUS ALATUS	BURNING BUSH	5 GAL.	4–6	4–6
JS	JUNIPERUS SABINA 'TAMARISCIFOLIA'	GREEN TAM JUNIPER	5 GAL.	2–4	2–4
JC	JUNIPERUS CHINENSIS 'SEA GREEN'	SEA GREEN JUNIPER	5 GAL.	4–6	2–4
JH	JUNIPERUS HORIZONTALIS	CREEPING JUNIPER	5 GAL.	1–2	5–8
HPM	HEMEROCALLIS 'PARDON ME'	PARDON ME DAYLILY	1 GAL.	1–2	1–2
HHR	HEMEROCALLIS 'HAPPY RETURNS'	HAPPY RETURNS DAYLILY	1 GAL.	1–2	1–2
NMH	NARCISSUS SP. 'MOUNT HOOD'	MOUNT HOOD DAFFODIL	1 GAL.	1–2	1–2
SMN	SALVIA NEMOROSA 'MAY NIGHT'	MAY NIGHT SALVIA	1 GAL.	1–2	1–2

SURFACE RESTORATION SCHEDULE

IRRIGATED LAWN SOD AREA – RTF (RHIZOMATOUS TALL FESCUE) SOD BY CERTIFIED RTF SOD GROWER AS PRODUCED BY MEMBERS OF THE RTF TURF PRODUCERS ASSOCIATION (U.S. PATENT NO.6,677,507). INSTALL PER SUPPLIER'S SPECIFICATIONS. REMOVE NETTING PRIOR TO INSTALLATION. SEE SOD NOTES, THIS SHEET. ALL AREAS RECEIVING SOD SHALL HAVE SCARIFIED SOILS, SEE SCARIFIED AND CONDITIONED SOIL NOTES, THIS SHEET.

IRRIGATED PLANTER BEDS WITH TRIPLE SHREDDED HARDWOOD MULCH – CONSTRUCT PLANTING BEDS WITH TRIPLE SHREDDED HARDWOOD MULCH AT CONSISTENT DEPTH THROUGHOUT BED (2" MINIMUM – 3" MAXIMUM DEPTH). ALL PLANTER BEDS SHALL HAVE SCARIFIED AND CONDITIONED SOILS, SEE SCARIFIED AND CONDITIONED SOIL NOTES, THIS SHEET.

LANDSCAPE REQUIREMENTS

LOT 1

STREET FRONTAGE (SECTION 07.17.03.02) – EMILINE STREET

EMILINE STREET FRONTAGE 591' – ACCESS DRIVES 65' = 526'
TREES REQUIRED (1 TREE / 40 LF FRONTAGE) 526' / 40' = 13 TREES
TREES PROVIDED = 13 TREES

SIDE YARD (SECTION 07.17.03.03) – EAST PROPERTY LINE ABUTTING RESIDENTIAL

261 LF x 10' WIDTH
MINIMUM 6' HIGH VEGETATIVE SCREENING

PARKING AREA INTERIOR LANDSCAPING (SECTION 07.17.03.06)

PARKING STALLS = 79
INTERIOR LANDSCAPING REQUIRED (10 SF / PARKING STALL) = 790 SF
INTERIOR LANDSCAPING PROVIDED = 3,767 SF

PARKING AREA PERIMETER LANDSCAPING (SECTION 07.17.03.07)

PARKING LOT STREET FRONTAGE = 94 LF
TREES REQUIRED (1 TREE / 40 LF STREET FRONTAGE) = 2 TREES
TREES PROVIDED = 2

PARKING AREA SCREENING (SECTION 07.17.04.01)

PARKING LOT SCREENING = 94 LF
MINIMUM 3' HIGH VEGETATIVE SCREENING

LANDSCAPE KEYNOTES

L1 CONSTRUCT EDGING BETWEEN LAWN AND MULCHED PLANTER BED AREAS. EDGING SHALL BE "SURE–EDGE" BY SURE–LOC, 3/16" x 5.5", ALUMINUM, BLACK ANODIZED, WITH 18" DEPTH STAKES, OR APPROVED EQUAL. SEE WWW.SURELOCEDGING.COM FOR MORE INFORMATION.

L2 TRASH ENCLOSURE SCREENED BY ARCHITECTURAL MASONRY WALL. SEE ARCHITECTURAL PLANS FOR MORE INFORMATION

WARRANTY:

THE CONTRACTOR SHALL WARRANTY PLANT MATERIALS FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF SUBSTANTIAL COMPLETION, AGAINST DEFECTS INCLUDING DEATH AND UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM ABUSE OR DAMAGE BY OTHERS, OR UNUSUAL PHENOMENA OR INCIDENTS WHICH ARE BEYOND THE CONTROL OF THE CONTRACTOR. WARRANTY COVERS A MAXIMUM OF ONE REPLACEMENT PER ITEM.

CONTRACTOR QUALIFICATIONS

1. THE CONTRACTOR SHALL BE CERTIFIED AND HAVE AT LEAST 3 YEARS OF LANDSCAPING EXPERIENCE INSTALLING SIMILAR TYPES OF PROJECTS.

SUBMITTALS

1. THE CONTRACTOR SHALL PLANT TREES THAT HAVE BEEN GROWN FROM A SEED SOURCE IN USDA COLD HARDINESS ZONE 5 OR NORTHERLY. A CERTIFICATE OF ORIGIN MUST BE SUBMITTED FOR EACH SPECIES OF TREE THAT IS TO BE PLANTED. THE CONTRACTOR SHALL ALSO SUBMIT THEIR LANDSCAPING PLAN PRIOR TO STARTING WORK IF IT VARIES FROM THE BID PLAN.
2. SUBMIT SAMPLE OF TRIPLE SHREDDED HARDWOOD MULCH TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO ORDERING AND CONSTRUCTING ONSITE.
3. SUBMIT SAMPLE OF EDGING TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO ORDERING AND CONSTRUCTING ONSITE.
4. SUBMIT SOURCE OF SOD. SOD SHALL BE FIRST–CLASS REPRESENTATION OF NORMAL SPECIES AND VARIETIES OF BLUEGRASS OR TURF–TYPE TALL FESCUE. SOD SHALL BE FREE OF NOXIOUS WEEDS AND RELATIVELY FREE OF ALL OTHER WEEDS.
5. SEED ORIGINS SHALL BE STATE OF NEBRASKA OR ADJOINING STATES. SUBMIT SEED TAG THAT DESCRIBES THE VARIETY, ORIGIN, AND ANALYSIS OF THE SEED. ALL SEED MUST COMPLY WITH APPLICABLE LOCAL, STATE, AND FEDERAL SEED LAWS.

IRRIGATION NOTE

ALL TURF LAWN AREAS AND MULCHED PLANTING BED AREAS TO BE IRRIGATED PER CITY OF LA VISTA ZONING ORDINANCE SECTION 5.17.05.03, SEE SHEET 2 OF 2 FOR IRRIGATION INFORMATION.

GENERAL NOTES

1. CONTRACTOR TO VERIFY LOCATION OF ALL PROPOSED AND EXISTING VAULTS, ELECTRICAL DUCT BANKS, MANHOLES, CONDUIT AND PIPING, DRAINAGE STRUCTURES AND OTHER UTILITIES PRIOR TO COMMENCING WORK.
2. CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY PROPOSED LANDSCAPE IMPROVEMENTS WHEN CONFLICTS EXIST BETWEEN LANDSCAPE IMPROVEMENTS AND EXISTING OR PROPOSED UTILITIES OR SITE FEATURES SUCH AS WALKS, ROADS, BUILDINGS OR EXISTING TREES TO REMAIN.
3. VERIFY LOCATION OF ALL BUILDINGS, WALLS, ROADS AND CURBS AFFECTING LANDSCAPE SCOPE OF WORK WITH ARCHITECTS AND CONTRACTOR ENGINEER'S DRAWINGS.
4. ALL WORK PERFORMED WITHIN THE DRIP LINE OF TREES DESIGNATED "EXISTING TREES TO REMAIN" SHALL BE HAND LABOR.
5. REFERENCE TO NORTH REFERS TO TRUE NORTH, REFERENCE TO SCALE IS FOR FULL–SIZED DRAWINGS ONLY. DO NOT SCALE FROM REDUCED DRAWINGS.
6. DIMENSIONS TAKE PRECEDENCE OVER SCALES SHOWN ON DRAWINGS.
7. WHERE NOT SHOWN ON THE PLANTING PLANS, SEE CONTRACTOR ENGINEER'S AND ARCHITECT'S DRAWINGS FOR BUILDING FOUNDATIONS SETBACKS, BOUNDARIES, SUBSURFACE AND ABOVE GRADE UTILITIES.

TREE PLANTING NOTES

1. PROVIDE MATCHING SIZES AND FORMS FOR EACH SPECIES OF TREE INSTALLED ON GRID OR SPACED EQUALLY IN ROWS AS SHOWN ON DRAWINGS. ALIGN TREES ACROSS WALKS. ADJUST SPACING AS NECESSARY, SUBJECT TO REVIEW BY THE LANDSCAPE ARCHITECT.
2. FORM A MINIMUM 30 INCH WATERING BASIN AROUND ALL TREES NOT INSTALLED IN LAWN OR PAVED AREAS. FILL BASIN WITH TRIPLE SHREDDED HARDWOOD MULCH PER TREE PLANTING DETAILS, SHEET 2 OF 2.
3. REPLACEMENT OF UNACCEPTABLE PLANT MATERIAL: THE CONTRACTOR'S RESPONSIBILITY FOR REPLACEMENT OF UNACCEPTABLE PLANT MATERIAL SHALL EXTEND FOR TWO (2) YEARS AFTER ALL PLANT MATERIAL IS ACCEPTED BY THE ENGINEER.
4. MULCH: THE CONTRACTOR SHALL PLACE TRIPLE SHREDDED HARDWOOD MULCH IN A CONSISTENT THICKNESS AS NOTED IN THE PLANTING DETAILS. ANY MULCH PLACED IN EXCESS OF THE REQUIREMENTS SHALL BE AT THE CONTRACTORS EXPENSE. CHIPS OR BARK MULCH ARE NOT ALLOWED.

PLANTING NOTES

1. INSTALL ALL TREES A MINIMUM OF FOUR (4) FEET FROM BACK OF CURB, EDGE OF WALL OR PAVING.
2. THE LOCATION OF ALL TREES SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO FINAL INSTALLATION.
3. PLANT NAMES ARE ABBREVIATED ON THE DRAWINGS. SEE PLANT LIST FOR KEY AND CLASSIFICATION.
4. PLACE A 2" MINIMUM AND 3" MAXIMUM DEPTH LAYER OF TRIPLE SHREDDED HARDWOOD MULCH ON ALL PLANTING AREAS EXCEPT LAWN, SUBMIT SAMPLE TO LANDSCAPE ARCHITECT FOR APPROVAL.
5. LOCATION OF ALL PLANTING IS DIAGRAMMATIC. DO NOT WILLFULLY LOCATE PLANTINGS WHERE CONFLICTS EXIST WITH UTILITIES OR THE BUILDING.
6. EXISTING AND IMPORTED SOIL FOR PLANTING AREAS SHALL BE FREE FROM CHEMICALS, CONSTRUCTION DEBRIS AND TRASH, ROCKS AND OTHER MATERIAL LARGER THAN ONE INCH IN DIAMETER.
7. STEEL EDGING PLACEMENT SHALL BE REVIEWED BY LANDSCAPE ARCHITECT PRIOR TO FINAL INSTALLATION. PROVIDE AN ALLOWANCE OF 5 PERCENT OF THE TOTAL LINEAL FOOTAGE OF EDGING TO BE CONSTRUCTED DURING THE PROGRESS OF WORK, AS MAY BE DIRECTED BY THE LANDSCAPE ARCHITECT, IN ADDITION TO ALL EDGING INDICATED ON THE DRAWINGS.
8. APPLY GRANULAR PRE–EMERGENT WEED CONTROL TO AREAS TO RECEIVE SHRUBS, GROUNDCOVERS, AND NON–LAWN ORNAMENTAL PLANTING AFTER INCORPORATING SOIL AMENDMENTS. THE CONTRACTOR SHALL PLACE SHREDDED HARDWOOD MULCH AT ALL LANDSCAPED ISLANDS NOT RECEIVING SOD.
9. PLANT QUANTITIES ARE SHOWN FOR THE CONVENIENCE TO THE CONTRACTOR. IF THERE ARE DISCREPANCIES BETWEEN THE PLAN AND NOTES, THE PLANS SHALL GOVERN.
10. ALL PLANTED AREAS TO BE AMENDED PER AN AGRICULTURAL/SOIL SUITABILITY TEST, PAID FOR BY OWNER. FOR BID PURPOSES CONTRACTOR SHALL ESTIMATE SPREADING SOIL AMENDMENT AT THE RATE OF 6 CUBIC YARDS PER 1,000 SQUARE FEET. TILL INTO THE TOP OF SOIL TO A MINIMUM DEPTH OF 6". RAKE TO A SMOOTH, EVEN SURFACE PER THE GRADING PLANS.

SEED AND SOD NOTES

1. SOD SHALL BE A FIRST–CLASS REPRESENTATION OF SPECIFIED SPECIES. SOD SHALL RECEIVE FERTILIZER AT THE RATE OF 9 POUNDS NITROGEN (N2) AND 24 POUNDS PHOSPHORIC ACID (P205) PER 1000 SQUARE YARDS AND IN ACCORDANCE WITH THE CITY OF OMAHA "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION," 2014 EDITION AND ANY CURRENT REVISION OR AMENDMENTS THERETO SHALL APPLY.
2. MAINTENANCE: BEGIN MAINTENANCE OF ALL SOD AND SEED AREAS IMMEDIATELY FOLLOWING INSTALLATION. MAINTENANCE TO INCLUDE WATERING, WEEDING, AND MOWING. MOW WHEN TURF HAS GROWN TO A HEIGHT BETWEEN 3 AND 4 INCHES. MOW TO A HEIGHT OF 2 TO 2–1/2 INCHES. REMOVE AND REPLACE SODDED AREAS THAT FAIL TO SURVIVE. MAINTENANCE PERIOD TO BE 30 DAYS. CONTRACTOR TO NOTIFY OWNER ONE WEEK PRIOR OF THE CONCLUSION OF THE MAINTENANCE PERIOD.
3. LAWN AND TURF SEED, WHETHER IRRIGATED OR NON–IRRIGATED, SHALL BE INTERAGENCY BLUETAG CERTIFIED AND SHALL HAVE A MINIMUM GERMINATION RATE OF NINETY (90) PERCENT AND A PURITY OF NINETY–EIGHT (98) PERCENT, SEE SURFACE RESTORATION SCHEDULE.
4. ALL SEEDED AREAS SHALL RECEIVE FERTILIZER AND EROSION CONTROL MATTING CONFORMING TO THE REQUIREMENTS OF THE CITY OF OMAHA STANDARD SPECIFICATIONS FOR PUBLIC WORKS, SEE SURFACE RESTORATION SCHEDULE.
5. RESEEDING AND/OR RESODDING FOR DISTURBED AREAS OUTSIDE OF CONSTRUCTION LIMITS: THE CONTRACTOR WILL RESEED AND/OR RESOD ALL AREAS DISTURBED DURING THE COURSE OF CONSTRUCTION. THIS ITEM WILL NOT BE PAID FOR SEPARATELY, BUT WILL BE CONSIDERED INCIDENTAL TO THE PLANTING OF NEW VEGETATION.

SCARIFIED AND CONDITIONED SOIL NOTES

1. ALL NON–PAVED AND NON–BUILDING DISTURBED AREAS SHALL BE SCARIFIED BY COMPLETELY BREAKING UP THE SOIL TO A MINIMUM DEPTH OF 12".
2. TILL AND CONDITION TOP 6" OF ALL MULCHED PLANTING BEDS.
3. USE AN ORGANIC COMPOST MEETING THE REQUIREMENTS SPECIFIED BELOW.
4. A THREE INCH DEEP LAYER OF COMPOST SHALL BE PLACED ON TOP OF ALL PLANTING BEDS.
5. THE COMPOST SHALL BE TILLED INTO THE EXISTING SOIL TO A DEPTH OF SIX INCHES.

COMPOST

USE A COMPOST MEETING THE REQUIREMENTS OF THIS SECTION. MATERIAL SHALL BE WELL COMPOSTED, FREE OF WEED SEEDS AND STABILIZED WITH REGARD TO OXYGEN CONSUMPTION AND CARBON DIOXIDE GENERATION. COMPOST SHALL HAVE A MOISTURE CONTENT THAT HAS NO VISABLE FREE WATER OR DUST PRODUCED WHEN HANDLING THE MATERIAL. ONE HUNDRED PERCENT OF THE MATERIAL MUST PASS THROUGH A HALF INCH SCREEN. MANUFACTURED INERT MATERIAL SHALL BE LESS THAN 1.0% BY WEIGHT.

	MIN.	MAX.
ORGANIC MATTER CONTENT	35%	65%
C/N RATIO	–	25:1
PH	6.0	8.0
BULK DENSITY (LBS/CF)	40	50

LAMP RYNEARSON
14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

0 30 60

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

PLANTING PLAN

STRECK, INC. (HARRISON HILLS FACILITY)
CITY OF LA VISTA, SARPY COUNTY, NEBRASKA

811 Know what's below. Call before you dig.
ALL UTILITIES ARE SHOWN BASED ON THE INFORMATION AVAILABLE TO THE ENGINEER. THERE IS NO GUARANTEE ALL FACILITIES ARE SHOWN OR THAT THE LOCATION, DEPTH, AND SIZE OF EACH FACILITY IS CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES AND SERVICE LINES PRIOR TO CONSTRUCTION.

REVISIONS

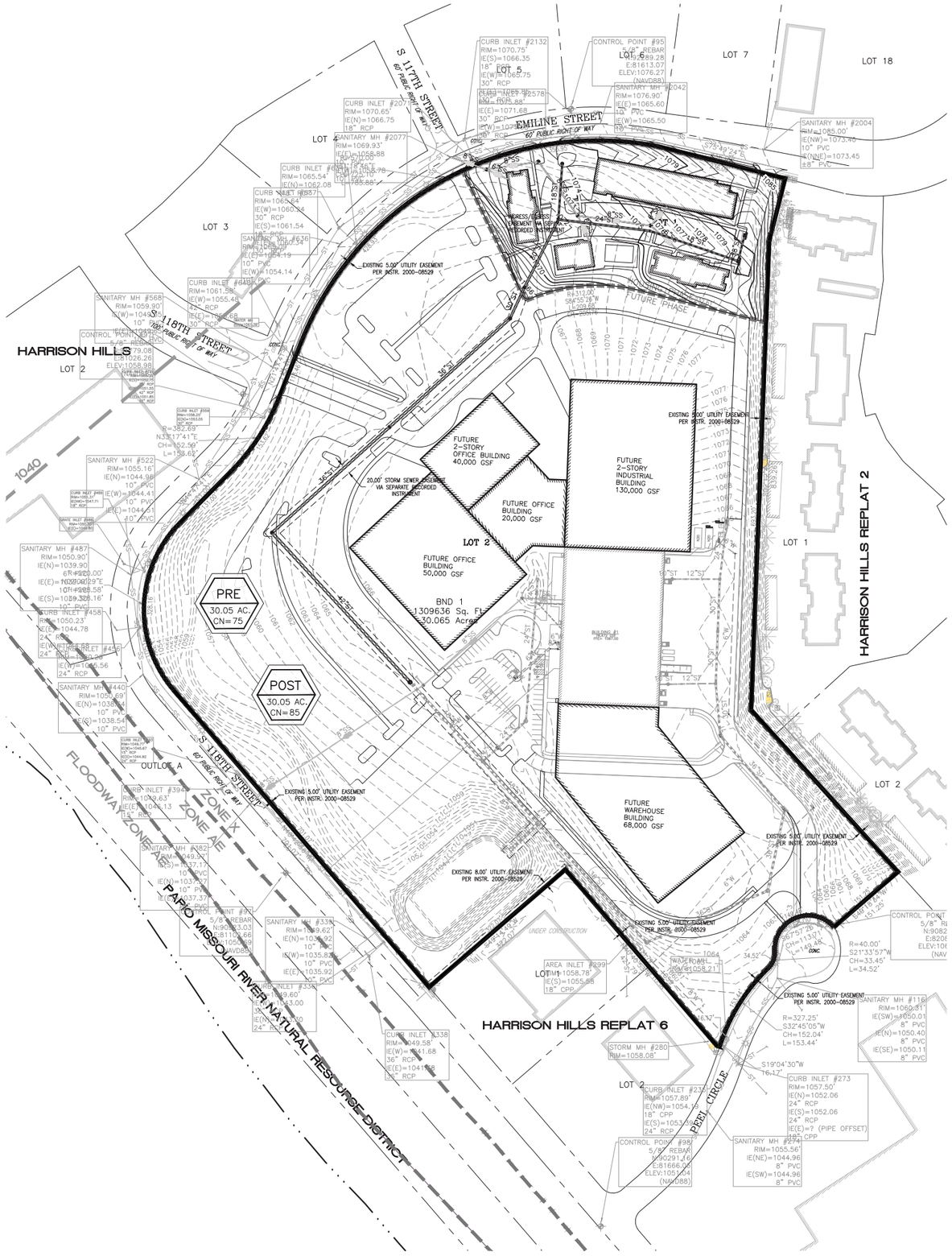
DESIGNER / DRAFTER
M. SHARP / J. DENNELL
DATE

PROJECT NUMBER
0118087.05–093
BOOK AND PAGE

SHEET
1 OF 2

811 Know what's below. Call before you dig.
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L:\Engineering\0118087 Streck Lot2\DRAWINGS\CONSTRUCTION DRAWINGS\0118087-PHASE-LS-01.dwg, 7/22/2021 10:43:39 AM, JAMIE DENNELL, LAMP RYNEARSON



LEGEND

- 2A / 1.18 AC / C=0.44 — DRAINAGE AREA NAME; DRAINAGE AREA; RUNOFF COEFFICIENT
- DRAINAGE SUB BASIN DELINEATION
- PROPOSED CONTOUR
- EXISTING CONTOUR
- PROPERTY LINE

DESIGN SUMMARY

PRE DEVELOPMENT CURVE NUMBER	75 (SOIL GROUP B GOOD CONDITION ROW CROP STRAIGHT ROW AND CROP RESIDUE COVER)
POST DEVELOPMENT CURVE NUMBER	85 (ASSUMES MAX 65% OF LOT IMPERVIOUS (CN 98) PER ZONING REGULATIONS FOR I-1 LIGHT INDUSTRIAL ZONING. REMAINING AREA FULLY DEVELOPED URBAN GOOD CONDITION SOIL GROUP B (CN 61).
POND INFORMATION	**POND**
DRAINAGE AREA	29.05 (LOTS 1 AND 2)
½" RUNOFF VOLUME (CF)	52,635
DEPTH (FT)	8
FOOTPRINT AREA (SF)	35,611
VOLUME (CF)	200,200
OUTLET STRUCTURE DIAM. (IN)	96
OUTLET PIPE DIAM. (IN)	30

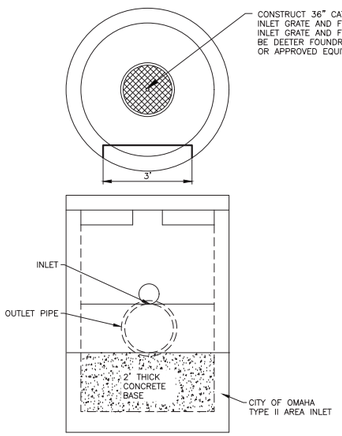
*SHOWN SITE LAYOUT IS APPROX. 41% IMPERVIOUS
DESIGN ACCOMMODATED 65% IMPERVIOUS FOR ENTIRE AREA

DETENTION BASIN CRITERIA:

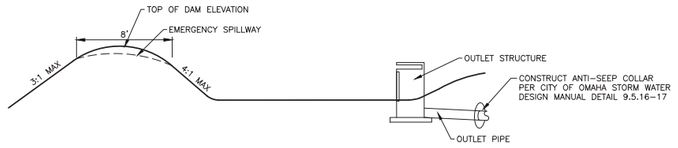
1). CAPTURE FIRST ½" OF RUNOFF FOR WATER QUALITY.

2). MATCH PRE-DEVELOPMENT FLOW RATES FOR 2-YEAR STORM.

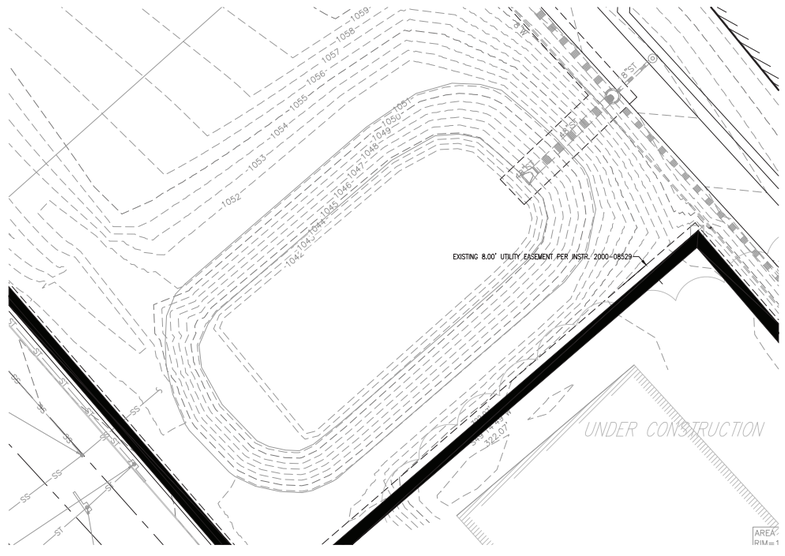
3). MATCH 125% PREDEVELOPED FLOW RATES FOR 10-YEAR STORM.



POND OUTLET STRUCTURE
NO SCALE



TYPICAL DRY DETENTION BASIN
NO SCALE



1. TYPICAL DRY DETENTION BASIN. SEE DETAIL THIS SHEET.
2. TYPICAL BASIN OUTLET STRUCTURE. SEE DETAIL THIS SHEET.
3. EMERGENCY SPILLWAY

POND SCHEMATIC
1" = 40'

LAMP RYNEARSON
14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

0 100 200

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

PLANNED UNIT DEVELOPMENT
POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
EXHIBIT

STRECK, INC. (HARRISON HILLS FACILITY)
LAVISTA, NEBRASKA

811 Know what's below. Call before you dig.

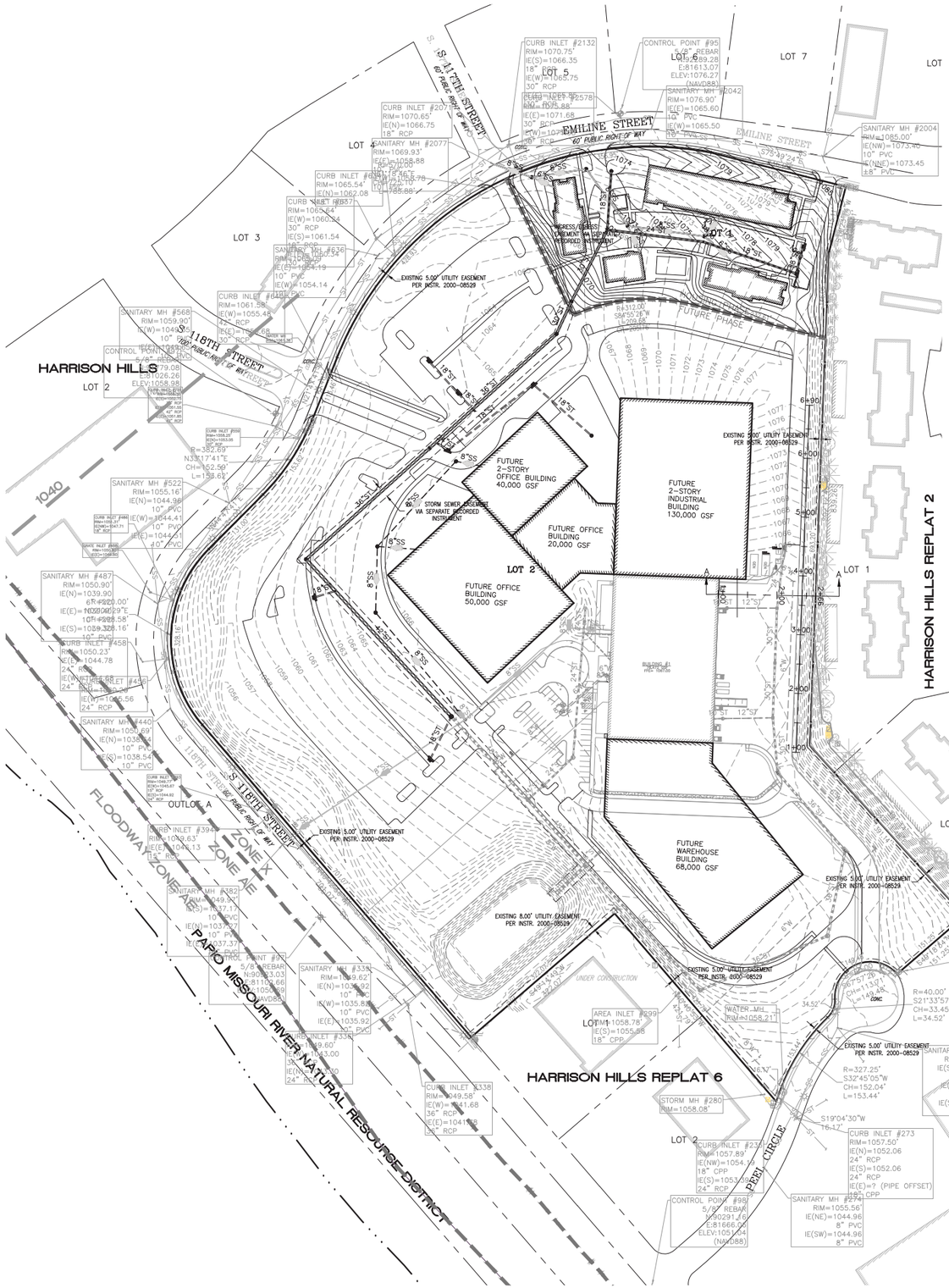
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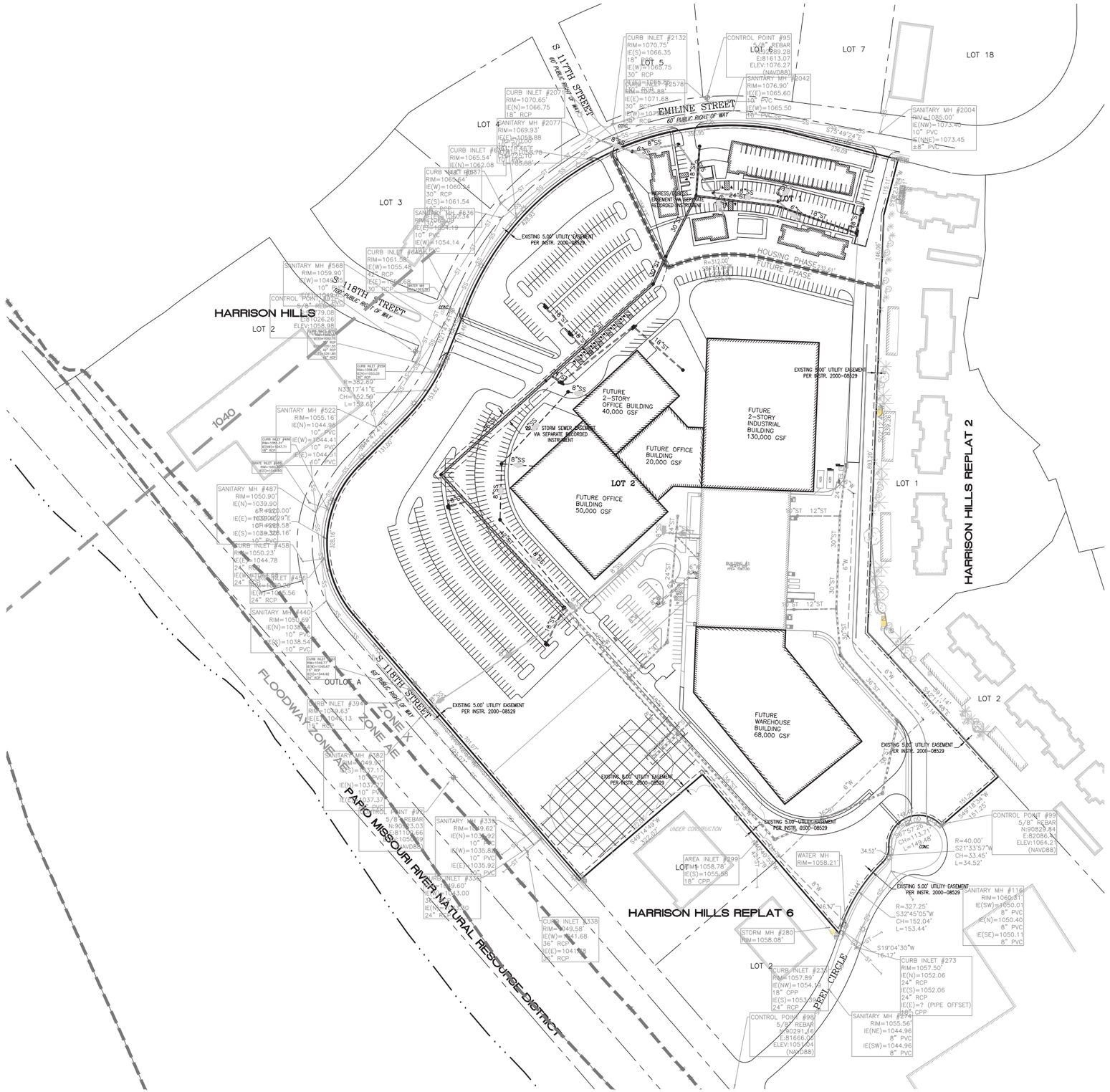
REVISIONS

DESIGNER / DRAFTER
THOMAS GLIDEWELL
DATE
PROJECT NUMBER
0118087.01
BOOK AND PAGE

SHEET
1 OF 1

L:\Engineering\0118087 Streck Lots\DRAWINGS\EXHIBITS\0118087-PRO-PCSMP EXHIBIT.dwg, 3/4/2021 10:54:04 PM, BRENDAN FINDALL, LAMP RYNEARSON


S 117TH STREET
60' PUBLIC RIGHT OF WAY
EMILINE STREET
60' PUBLIC RIGHT OF WAY
S 116TH STREET
100' PUBLIC RIGHT OF WAY
S 118TH STREET
100' PUBLIC RIGHT OF WAY
HARRISON HILLS
HARRISON HILLS REPLAT 2
HARRISON HILLS REPLAT 6
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
OUTLOT A
FUTURE 2-STORY OFFICE BUILDING 40,000 GSF
FUTURE OFFICE BUILDING 20,000 GSF
FUTURE OFFICE BUILDING 50,000 GSF
FUTURE 2-STORY INDUSTRIAL BUILDING 130,000 GSF
FUTURE WAREHOUSE BUILDING 68,000 GSF
FUTURE PHASE
EXISTING 5.00' UTILITY EASEMENT PER INSTR. 2000-08529
EXISTING 8.00' UTILITY EASEMENT PER INSTR. 2000-08529
20' STORM SEWER EASEMENT VIA SEPARATE RECORDED INSTRUMENT
INGRESS/EGRESS EASEMENT VIA SEPARATE RECORDED INSTRUMENT
PEARL CIRCLE
FLOODWAY ZONE AE
ZONE X
ZONE AE
PAPIO MISSOURI RIVER NATURAL RESOURCE DISTRICT
UNDER CONSTRUCTION
BUILDING #1
HWC-58500
CONTROL POINT #95
5/8" REBAR
N:90289.28
E:81613.07
ELEV:1076.27
(NAVD88)
CONTROL POINT #99
5/8" REBAR
N:90823.84
E:82086.74
ELEV:1064.27
(NAVD88)
CONTROL POINT #98
5/8" REBAR
N:90291.66
E:81666.03
ELEV:1051.04
(NAVD88)
CONTROL POINT #97
5/8" REBAR
N:90026.26
E:81026.26
ELEV:1058.98
(NAVD88)
CONTROL POINT #97
5/8" REBAR
N:90023.03
E:81102.66
ELEV:1055.59
(NAVD88)
CONTROL POINT #97
5/8" REBAR
N:90023.03
E:81102.66
ELEV:1055.59
(NAVD88)
SANITARY MH #2042
RIM=1076.90'
IE(E)=1065.60
10" PVC
IE(W)=1065.50
10" PVC
SANITARY MH #2004
RIM=1085.00'
IE(NW)=1073.40
10" PVC
IE(NE)=1073.45
±8" PVC
SANITARY MH #2077
RIM=1069.93'
IE(E)=1058.88
24" RCP
IE(W)=1058.78
24" RCP
SANITARY MH #568
RIM=1059.90'
IE(W)=1049.55
10" PVC
IE(E)=1049.68
10" PVC
SANITARY MH #522
RIM=1055.16'
IE(N)=1044.96
10" PVC
IE(W)=1044.41
10" PVC
IE(E)=1044.41
10" PVC
SANITARY MH #487
RIM=1050.90'
IE(N)=1039.90
6"R+22.00'
IE(E)=1039.29'E
10"R+22.58'
IE(S)=1039.16'
10" PVC
SANITARY MH #440
RIM=1059.69'
IE(N)=1038.54
10" PVC
IE(S)=1038.54
10" PVC
SANITARY MH #394
RIM=1049.63'
IE(E)=1046.13
10" PVC
SANITARY MH #392
RIM=1049.30'
IE(S)=1037.17
10" PVC
IE(N)=1037.37
10" PVC
IE(E)=1037.37
10" PVC
SANITARY MH #335
RIM=1059.62'
IE(N)=1035.92
10" PVC
IE(W)=1035.88
10" PVC
IE(E)=1035.92
10" PVC
SANITARY MH #280
RIM=1058.08'
SANITARY MH #116
RIM=1060.51'
IE(SW)=1050.01
8" PVC
IE(N)=1050.40
8" PVC
IE(SE)=1050.11
8" PVC
SANITARY MH #274
RIM=1055.56'
IE(NE)=1044.96
8" PVC
IE(SW)=1044.96
8" PVC
CURB INLET #2132
RIM=1070.75'
IE(S)=1066.35
18" RCP
IE(W)=1065.75
30" RCP
CURB INLET #2578
RIM=1075.88'
IE(E)=1071.68
30" RCP
IE(W)=1071.58
30" RCP
CURB INLET #2077
RIM=1070.65'
IE(N)=1066.75
18" RCP
CURB INLET #2078
RIM=1065.54'
IE(N)=1062.08
18" RCP
CURB INLET #637
RIM=1063.64'
IE(W)=1060.64
30" RCP
IE(S)=1061.54
18" RCP
CURB INLET #636
RIM=1060.54'
IE(E)=1054.19
10" PVC
IE(W)=1054.14
10" PVC
CURB INLET #1405
RIM=1061.58'
IE(W)=1055.48
18" RCP
IE(E)=1055.68
30" RCP
CURB INLET #522
RIM=1055.27
IE(W)=1047.71
18" RCP
CURB INLET #446
RIM=1050.23'
IE(S)=1044.78
24" RCP
IE(W)=1044.88
24" RCP
CURB INLET #446
RIM=1050.23'
IE(S)=1044.78
24" RCP
IE(W)=1044.56
24" RCP
CURB INLET #458
RIM=1050.23'
IE(S)=1044.78
24" RCP
IE(W)=1044.88
24" RCP
CURB INLET #446
RIM=1050.23'
IE(S)=1044.78
24" RCP
IE(W)=1044.56
24" RCP
CURB INLET #338
RIM=1049.58'
IE(W)=1041.68
36" RCP
IE(E)=1041.68
36" RCP
CURB INLET #273
RIM=1057.50'
IE(N)=1052.06
24" RCP
IE(S)=1052.06
24" RCP
IE(E)=? (PIPE OFFSET)
CPP
CURB INLET #238
RIM=1057.89'
IE(NW)=1054.16
18" CPP
IE(S)=1053.39
24" RCP
AREA INLET #299
RIM=1058.78'
IE(S)=1055.68
18" CPP
WATER MH
RIM=1058.21'
R=312.00'
S84°55'28"W
209.66'
R=327.25'
S32°45'05"W
CH=152.04'
L=153.44'
R=40.00'
S21°33'57"W
CH=33.45'
L=34.52'
R=382.69'
N33°17'41"E
CH=152.50'
L=153.61'
S19°04'30"W
16.17'
S84°55'28"W
209.66'
S84°55'28"W
209.66'
S84°55'28"W
209.66


S 117TH STREET
60' PUBLIC RIGHT OF WAY
EMILINE STREET
60' PUBLIC RIGHT OF WAY
S 118TH STREET
60' PUBLIC RIGHT OF WAY
S 118TH STREET
60' PUBLIC RIGHT OF WAY
HARRISON HILLS
LOT 2
HARRISON HILLS REPLAT 6
HARRISON HILLS REPLAT 2
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 18
OUTLOT A
PEARL CIRCLE
HOUSING PHASE
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EXISTING 8.00' UTILITY EASEMENT PER INSTR. 2000-08529
20.00' STORM SEWER EASEMENT VIA SEPARATE RECORDED INSTRUMENT
ACCESS/UTILITIES EASEMENT VIA SEPARATE RECORDED INSTRUMENT
FLOODWAY ZONE AE
ZONE X
ZONE AE
PAPIO MISSOURI RIVER NATURAL RESOURCE DISTRICT
CURB INLET #2132
CONTROL POINT #95
SANITARY MH #2042
SANITARY MH #2004
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CURB INLET #2078
CURB INLET #637
SANITARY MH #636
CURB INLET #2081
SANITARY MH #568
CONTROL POINT #97
SANITARY MH #522
SANITARY MH #487
CURB INLET #458
CURB INLET #456
SANITARY MH #440
CURB INLET #3943
SANITARY MH #382
CONTROL POINT #97
SANITARY MH #339
CURB INLET #338
AREA INLET #299
WATER MH
STORM MH #280
CURB INLET #273
SANITARY MH #274
CONTROL POINT #99
SANITARY MH #116
CONTROL POINT #98
CURB INLET #2578
CURB INLET #2077
CURB INLET #2081
CURB INLET #2068
CURB INLET #2066
CURB INLET #2067
CURB INLET #2069
CURB INLET #2070
CURB INLET #2071
CURB INLET #2072
CURB INLET #2073
CURB INLET #2074
CURB INLET #2075
CURB INLET #2076
CURB INLET #2079
CURB INLET #2080
CURB INLET #2082
CURB INLET #2083
CURB INLET #2084
CURB INLET #2085
CURB INLET #2086
CURB INLET #2087
CURB INLET #2088
CURB INLET #2089
CURB INLET #2090
CURB INLET #2091
CURB INLET #2092
CURB INLET #2093
CURB INLET #2094
CURB INLET

CITY OF LA VISTA
PLANNING DIVISION
RECOMMENDATION REPORT

CASE NUMBERS: PPUD20-0004;

FOR HEARING OF: MARCH 16, 2021
REPORT PREPARED ON: MARCH 8, 2021

I. GENERAL INFORMATION

A. APPLICANT:
Streck, Inc.
7002 S 109th Street
La Vista, NE 68128

B. PROPERTY OWNER:
Streck, Inc.
7002 S 109th Street
La Vista, NE 68128

C. LOCATION: 11725 S 118th Street; Generally located south of the intersection of S. 117th Street and Emiline Street.

D. LEGAL DESCRIPTION: Lot 1 Harrison Hills (to be replatted as Lot 1 Harrison Hills Replat 7).

E. REQUESTED ACTION(S): Approval of a revised PUD Site Plan to allow for the construction and operation of a multi-family housing development on the proposed Lot 1 Harrison Hills Replat 7.

F. EXISTING ZONING AND LAND USE: R-3 – High-Density Residential, Gateway Corridor District (Overlay District), and Planned Unit Development; The site is currently vacant.

G. PURPOSE OF REQUEST: Amend the existing PUD Site Plan to allow for the development of an 84-unit multi-family housing (apartments) development.

H. SIZE OF SITE: Approximately 3.03 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: The property slopes gradually downward to the south and to the west;

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

Direction From Subject Property	Future Land Use Designation	Current Zoning Designation	Surrounding Development
North	Commercial	C-3 Highway Commercial/Office Park District, Gateway Corridor District (Overlay District)	Vacant properties, Casey's under development, Restaurant Depot
East	High-Density Residential	R-3 High-Density Residential	Harrison Hills Apartments
South	Industrial	I-1 Light-Industrial	Stepper-ettes Dance, SalonCentric
West	Parks and Recreation	TA – Transitional Agriculture, Gateway Corridor District (Overlay District)	Vacant property, old sod farm property

C. RELEVANT CASE HISTORY:

1. A Planned Unit Development Site Plan was approved by Council on November 5, 2019 for Lots 1 and 16 Harrison Hills to prepare for the development of Streck, Inc.'s new facility.
2. Phase 1 of construction for Streck, Inc.'s new facility is nearing completion.
3. The subject property was rezoned to R-3 High Density Residential with PUD District and Gateway Corridor District overlays on December 15, 2020.

D. APPLICABLE REGULATIONS:

1. Section 5.08 of the Zoning Regulations – R-3 High Density Residential.
2. Section 5.15 of the Zoning Regulations – PUD Planned Unit Development District (Overlay District).
3. Section 5.17 of the Zoning Regulations – Gateway Corridor District (Overlay District).

III. ANALYSIS

A. COMPREHENSIVE PLAN:

1. This proposal directly supoorts Policy Work-3.3 of the La Vista Comprehensive Plan: "Support the development of new live/work units in areas adjacent to large-scale employment areas" related to Goal Work-3: "Create a dynamic urban environment that is the preferred location for innovative, creative businesses and emerging industries". Streck, Inc. is one of La Vista's largest employers, and the development of housing adjacent to their facility will aid in their ability to provide

affordable housing for their employees and recruit quality employees from elsewhere to live in La Vista.

2. The Future Land Use Map of the Comprehensive Plan currently designates this property for a high-density residential use. This use allows for the development of the proposed multi-family development.

3. This proposal is compatible with surrounding land-use patterns, as directly to the east are Lots 1-4 Harrison Hills Replat 2 which contain the Harrison Hills Apartments. These four lots are designated as High-Density Residential in the Future Land Use Map, and are zoned R-3 High-Density Residential with a Gateway Corridor District overlay.

B. OTHER PLANS: N/A.

C. TRAFFIC AND ACCESS:

1. Access to this property would be through Emiline Street, which connects to the arterial Harrison Street through intersections at 115th, 117th, and 118th Street. These streets have sufficient capacity to handle the traffic demands of multifamily residential development.
2. A draft traffic memo has been submitted to the City that analyzes impacts to the traffic signals on Harrison Street. The memo has been forwarded to the City of Omaha for their review as the impacted traffic signal on Harrison Street is under the jurisdiction of Omaha.

D. UTILITIES:

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

E. PARKING REQUIREMENTS:

1. All developments will need to meet the minimum parking requirements of the underlying zoning district, unless as modified by the PUD site plan and ordinance for this area as amended.

F. LANDSCAPING:

1. The landscaping for any developments on this site will need to comply with the requirements of the Zoning Ordinance and of the Gateway Corridor Design Guidelines. Review letters from the City's Design Review Architect regarding the proposed landscaping plan are included for review.

IV. REVIEW COMMENTS:

A. Applicant is requesting an allowance for the required site area per unit requirement to be reduced to 1,500 square feet. This would be a reduction from the requirement stated in Section 5.08.05 of the Zoning Ordinance of 2,250 square feet per unit. The applicant has

supplied a justification letter, attached to this report, that states that the higher density makes affordable housing more economically feasible.

B. Applicant is requesting an allowance for 0.45 garaged parking spaces per housing unit. This would be a reduction from the requirement stated in Section 7.05.08 of the Zoning Ordinance of 0.50 garaged spaces per unit for multi-family developments. As with the higher proposed density, a reduction in the amount of garages helps the affordability of the proposed housing development.

C. The design of each building is being reviewed through the City's Architectural Design Review process, and must be substantially complete prior to execution and recording of this Conditional Use Permit and issuance of any building permits. The architectural elevations (Exhibit F) of the attached Conditional Use Permit are conceptual and may change as a result of the Design Review process.

D. Any traffic signal improvements required by the City of Omaha must be completed prior to the issuance of a Certificate of Occupancy and is addressed through the Subdivision Agreement as part of the Final Plat process.

E. In addition to the approval of a revised PUD Site Plan and prior to development, the applicant will be required to receive approval of the Conditional Use Permit as well as Harrison Hills Replat 7 and related subdivision agreement. The applicant will also be required to complete the design review process prior to commencement of development of the property.

F. The return for the driveway apron of the east access of Lot 1 extends past the projected lot line of the adjacent property. Applicant will need to provide written correspondence from the adjacent property owner that there is no objection to the driveway apron protruding past the projected lot line prior to the issuance of a building permit.

V. STAFF RECOMMENDATION – PLANNED UNIT DEVELOPMENT SITE PLAN AMENDMENT:

Staff recommends approval of the Planned Unit Development Site Plan Amendment for Lots 1 and 2 Harrison Hills Replat 7 allowances for a reduction of the required garage stalls per unit and a reduction in the required site square footage per unit, contingent upon on the resolution of the issues mentioned in the staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VI. PLANNING COMMISSION RECOMMENDATION – PLANNED UNIT DEVELOPMENT SITE PLAN AMENDMENT:

The Planning Commission held a public hearing on February 18, 2021 and recommended approval of the Planned Unit Development Site Plan for Lots 1 and 2 Harrison Hills Replat 7 with allowances for a reduction of the required garage stalls per unit and a reduction in the required site square footage per unit, contingent upon on the resolution of the issues mentioned in the staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance..

VII. ATTACHMENTS TO REPORT:

A. Vicinity Map
B. Density Justification Letter
C. Staff Review Letters
D. Draft PUD Site Plan set

VIII. COPIES OF REPORT SENT TO:

A. Constance Ryan, Streck, Inc.
B. Caleb Snyder, Lamp Rynearson
C. Zach Reinhardt, Burlington Capital
D. Public Upon Request

Prepared by: Deputy Community Development Director

Community Development Director — Date 3/8/2021

LA VISTA

IMPROVE YOUR POINT OF VIEW.

December 23, 2020

Zach Reinhardt
Burlington Capital
1004 Farnam St. Ste 400
Omaha, NE 68102

RE: Planned Unit Development Amendment – Initial Review Letter
Lot 1 Harrison Hills

Mr. Reinhardt,

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

1. Section 5.15.03 – The zoning listed on the PUD Site Plan needs to be corrected to include the correct spelling of the Gateway Corridor District (Overlay District).

2. Section 5.15.04.01 – Please submit a schedule for construction consistent with the requirements of this section. The phasing exhibit should clearly show the existing infrastructure and buildings as well as show the proposed phasing.

   Please clarify when the overall development will abide with Section 7.17.03.07 of the Zoning Ordinance (as per the previously approved PUD Landscaping Plan) regarding perimeter landscaping, as well as Section 5.15.04.15 (also as per the previously approved PUD plan set) regarding the construction of sidewalks.

3. Section 5.15.04.01 – Development fees paid at the time of the building permit are subject to the fee schedule at that time the application is submitted. The current Watershed Management fee per Exhibit G of the 2019 Papillion Creek Watershed Partnership Interlocal is $4,197 per acre for multifamily zoning and $5,087 per acre for commercial/industrial zoning.

4. Section 5.15.04.02 – If the City of Omaha requires improvements per the amended traffic study, assurances will need to be made to ensure improvements are completed.

5. Section 5.15.04.06 - The site plans also do not depict a dumpster enclosure. Please advise as to the handling of refuse for the multi-family complex site. Proposed trash enclosure locations need to be detailed and/or relocated as to ensure appropriate screening and/or location. Note that enclosures must abide by Section 7.17.04.03 of the Zoning Ordinance and the Gateway Corridor District Design Guidelines in regards to design and construction.

6. Section 5.15.04.07 – Item G of the Site Regulators section of the PUD Site Exhibit should state the 0.45 Garages Per Unit requested, not state a "waiver" request. This allowance request will be discussed within the staff reports.

   The layout of the existing west parking lot should be modified to depict the proposed layout at buildout, not the existing as approved through the original PUD Site Plan. Hence the parking stalls should be removed from the two entrance points, the gap in the curb line at the south end closed up, and the overall parking stall count adjusted accordingly.

7. Section 5.15.04.07 and Section 5.15.05.02.6 – Parking stall requirements need to state the number of bedrooms for the development as to ensure an adequate number of stalls has been provided.

8. Section 5.15.04.07 – Parking stall counts for the future buildout of the project should be reviewed for accuracy. There does not appear to be any ADA accessible stalls proposed on Lot 1, unless they are included in the enclosed parking under the north building. PUD may need to address any shared parking considerations and/or location of all ADA parking stalls. Enclosed parking is not dimensioned. Please ensure that the parking stall and alley geometry is adequate.

9. Section 5.15.04.10 – A table, drawing and/or calculation of net developable area needs to be included to ensure this requirement for maximum building coverage is met.

10. Section 5.15.04.11 – A table, drawing and/or calculation of net developable area needs to be included to ensure this requirement for common open space is met.

11. Section 5.15.04.15 and 5.15.05.02.4 – The sidewalk along the entry drive coming off of the 117th Street and Emeline Street intersection needs to continue south to connect to the sidewalks laid out for the rest of the development.

12. Section 5.15.04.17-20 - The overall site and landscaping plans have been reviewed by the City's Design Review Architect. Please see the attached design review letter and let us know if you have any questions regarding the requested revisions. The design review process for these plans needs to be substantially complete prior to proceeding through the City Council approval process.

    Separate design review processes will be required for each building phase at the time of development for the properties involved. Building and landscaping design for each phase will be reviewed in relation to each specific building/addition.

In addition to the Design Review Architect's comments, staff has noted possible site issues with the proposed Halika Honeylocusts in the islands in the southeast corner of the multi-family complex. Even with regular pruning, at full growth these trees may impair the movement of emergency vehicles through the site as depicted in the Emergency Vehicle Exhibit. Recommend the use of understory trees in these two islands instead.

13. Section 5.15.04.21- Exterior lighting needs to be shown as to ensure there are no adverse impacts to the adjacent multi-family residential units. Please submit a detailed photometric plan to support this requirement.

    No pole-based site lighting has been depicted in the PUD plan set. Any pole-based lighting needs to abide by the Gateway Corridor District Design Guidelines. See the Guideline for the parking lot light fixture and pole required for developments within the Gateway Corridor District.

14. Section 5.15.05.12 – If it is contemplated to use common area maintenance for the Post Construction Stormwater Management Plan BMPs, provisions as to the ownership and maintenance will be required.

15. Section 5.15.05.02.1 – Elevations and contours do not appear to represent the site in its current condition. Drawings should be updated as to show the current topography of the site.

16. Section 5.15.05.02.2 – Confirm size and height of proposed structures is included in the PUD submittal.

17. Section 5.15.05.02.6 – Areas set aside for recreation needs to be shown/noted.

18. Section 5.15.05.02.11 – Existing development on adjacent properties within 200 feet needs to be shown.

19. Section 5.15.05.03.2 – Density of dwelling units needs to be stated with the PUD submittal.

20. Section 5.15.05.04 – The Post Construction Stormwater Management Plan, drainage report, and proposed drainage improvements will need to be updated to ensure the increase in impervious area is accounted for. Drainage improvements as proposed should be differentiated on plans from what is existing as to what is proposed as to show what modifications to the existing storm sewer are contemplated.

21. Section 5.15.05.02, Subsection 2 - Height of each proposed structure needs to be addressed within the PUD plan.

Please submit 4 full size revised copies of the PUD plans and related documents (along with electronic copies) to the City for further review. A timeline for review by the Planning Commission and City Council will be determined based on the timing of the resubmittal and the extent to which the issues noted this review have been sufficiently addressed.

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

Thank you,

Christopher Solberg, AICP
Deputy Community Development Director

cc:

Caleb Snyder, Lamp Rynearson
Constance Ryan, Streck Inc.
Bruce Fountain, Community Development Director – City of La Vista
Pat Dowse, City Engineer – City of La Vista

Enclosure

LAMP
RYNEARSON

14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154
[P] 402.496.2498
[F] 402.496.2730
LampRynearson.com

VIA Email

January 25, 2021

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

Reference: Streck, Inc. – Harrison Hills
Planned Unit Development Amendment Submittal Comments
Project No.: 0118087.06-003

Dear Mr. Solberg:

Submitted herewith are our responses to the comments included in the City of La Vista's Harrison Hills, Lot 1, initial review letter dated December 23, 2020 and the Schemmer PUD Landscaping Amendment review letter dated December 21, 2020, regarding the Streck, Inc. – Harrison Hills Planned Unit Development Amendment submittal.

Review Comments:

1. Section 5.15.03 – The zoning listed on the PUD Site Plan needs to be corrected to include the correct spelling of the Gateway Corridor District (Overlay District).

   Response: This has been completed as requested.

2. Section 5.15.04.01 – Please submit a schedule for construction consistent with the requirements of this section. The phasing exhibit should clearly show the existing infrastructure and buildings as well as the proposed phasing.

   Please clarify when the overall development will abide with Section 7.17.03.07 of the Zoning Ordinance (as per the previously approved PUD Landscaping Plan) regarding perimeter landscaping, as well as Section 5.15.04.15 (also as per the previously approved PUD plan set) regarding the construction of sidewalks.

   Response: A proposed schedule for the Streck Housing schedule has been provided with this submittal. This schedule shows when the improvements associated with the Streck Housing project will be complete. The timing of the future phases, outside of the housing project, is still unknown. As future phases come on-line the applicant will continue to coordinate with the city on future phases timing.

3. Section 5.15.04.01 – Development fees paid at the time of the building permit are subject to the fee schedule at that time the application is submitted. The current Watershed Management fee per Exhibit G of

the 2019 Papillion Creek Watershed Partnership Interlocal is $4,197 per acre for multifamily zoning and $5,087 per acre for commercial/industrial zoning.

Response: This has been updated as requested.

4. Section 5.15.04.02 – If the City of Omaha requires improvements per the amended traffic study, assurances will need to be made to ensure improvements are completed.

   Response: Agreed. If required these improvements can be detailed in the subdivision agreement.

5. Section 5.15.04.06 – The site plans also do not depict a dumpster enclosure. Please advise as to the handling of refuse for the multi-family complex site. Proposed trash enclosure locations need to be detailed and/or relocated as to ensure appropriate screening and/or location. Note that enclosures must abide by Section 7.17.04.03 of the Zoning Ordinance and the Gateway Corridor District Design Guidelines in regards to design and construction.

   Response: The proposed dumpster enclosures have been labeled on the site plan. Both dumpsters have proposed landscaping screening. Enclosures will abide by Section 7.17.04.03 and the Gateway Corridor District Design Guidelines in regards to design and construction.

6. Section 5.15.04.07 – Item G of the Site Regulators section of the PUD Site Exhibit should state the 0.45 Garages Per Unit requested, not state a "waiver" request. This allowance request will be discussed within the staff reports.

   The layout of the existing west parking lot should be modified to depict the proposed layout at buildout, not the existing as approved through the original PUD Site Plan. Hence the parking stalls should be removed from the two entrance points, the gap in the curb line at the south end closed up, and the overall parking stall count adjusted accordingly.

   Response: This has been completed as requested.

7. Section 5.15.04.07 and Section 5.15.02.6 – Parking stall requirements need to state the number of bedrooms for the development as to ensure an adequate number of stalls has been provided.

   Response: This has been completed as requested.

8. Section 5.15.04.07 – parking stall counts for the future buildout of the project should be reviewed for accuracy. There does not appear to be any ADA accessible stalls proposed on Lot 1, unless they are included in the enclosed parking under the north building. PUD may need to address any shared parking considerations and/or location of all ADA parking stalls. Enclosed parking is not dimensioned. Please ensure that the parking stall and alley geometry is adequate.

Response: This has been completed as requested.

9. Section 5.15.04.10 – A table, drawing and/or calculation of net developable area needs to be included to ensure this requirement for maximum building coverage is met.

   Response: This has been completed as requested.

10. Section 5.15.04.11 – A table, drawing and/or calculation of net developable area needs to be included to ensure this requirement for common open space is met.

    Response: This has been completed as requested.

11. Section 5.15.04.15 and 5.15.05.02.4 – The sidewalk along the entry drive coming off of the 117th Street and Emeline Street intersection needs to continue south to connect to the sidewalks laid out for the rest of the development.

    Response: This has been completed as requested.

12. Section 5.15.04.17-20 – The overall site and landscaping plans have been reviewed by the City's Design Review Architect. Please see the attached design review letter and let us know if you have any questions regarding the requested revisions. The design review process for these plans needs to be substantially complete prior to proceeding through the City Council approval process.

    Separate design review processes will be required for each building phase at the time of development for the properties involved. Building and landscaping design for each phase will be reviewed in relation to reach specific building/addition.

    In addition to the Design Review Architect's comments, staff has noted possible site issues with the proposed Halika Honeylocusts in the islands in the southeast corner of the multi-family complex. Even with regular pruning, at full growth these trees may impair the movement of emergency vehicles through the site as depicted in the Emergency Vehicle Exhibit. Recommend the use of understory trees in these two islands instead.

    Response: The noted tree selection has been revised to the use of understory trees.

13. Section 5.15.04.21 – Exterior lighting needs to be shown as to ensure there are no adverse impacts to the adjacent multi-family residential units. Please submit a detailed photometric plan to support this requirement.

    No pole-based site lighting has been depicted in the PUD plan set. Any pole-based lighting needs to abide by the Gateway Corridor District Design Guidelines. See the Guideline for the parking lot light fixture and pole required for developments within the Gateway Corridor District.

Response: A site photometric plan has been provided as requested. All pole-based lighting will abide by the Gateway Corridor District Design Guidelines.

14. Section 5.15.05.12 – If it is contemplated to use common area maintenance for the Post Construction Stormwater Management Plan BMPs, provisions as to the ownership and maintenance will be required.

    Response: The maintenance of the dry detention basin will be outlined in the subdivision agreement.

15. Section 5.15.05.02.01 – Elevations and contours do not appear to represent the site in its current condition. Drawings should be updated as to show the current topography of the site.

    Response: This has been updated.

16. Section 5.15.05.02.2 – Confirm size and height of proposed structures is included in the PUD submittal.

    Response: Because the future buildings design is still schematic in nature, exact heights are unknown. However, we are proposing that building heights will conform to the base zoning district's maximum height requirements.

17. Section 5.15.05.02.6 – Areas set aside for recreation needs to be shown/noted.

    Response: This has been added as requested.

18. Section 5.15.05.02.11 – Existing development on adjacent properties within 200 feet needs to be shown.

    Response: This has been added as requested.

19. Section 5.15.05.03.2 – Density of dwelling units needs to be stated with the PUD submittal.

    Response: This has been added as requested.

20. Section 5.15.05.04 – The Post Construction Stormwater Management Plan, drainage report, and proposed drainage improvements will need to be updated to ensure the increased in impervious area is accounted for. Drainage improvements as proposed should be differentiated on plans from what is existing as to what is proposed as to show what modifications to the existing storm sewer are contemplated.

    Response: This has been added as requested.

21. Section 5.15.05.02, Subsection 2 – Height of each proposed structure needs to be addressed within the PUD plan.

    Response: Building heights will follow the base zoning districts maximum allowable height. This has been noted in the site regulator table.

Schemmer Design Review #1 Comments

Drawings

1. Planned Unit Development Landscape Exhibit:

   a. Landscape shall be designed to provide natural undulating landscape forms. Avoid consistent straight-line plantings. See Section 4, III, F. The line between irrigated turf and native grasses in very straight at the back of the relocated parking on the west side of the future office. Consider an undulating form.

      Response: Mulched planting bed area has been widened to allow for shrubs to have an undulating form between the back of curb and irrigated lawn area. The line separating the native grasses from the irrigated turf lawn has also been revised to include an undulating form.

   b. Irrigation of all landscape elements and turf areas is required. See Section 4, III, G. More information is required regarding the area indicated as "Non-Irrigated Native Grasses and Forbs." This area should have a consistent appearance to the turf areas and be irrigated.

      Response: The non-irrigated native grass area is intended to be low maintenance and is in an area which contains the proposed drainage swale. Use of the native grasses is intended to provide a vegetative and aesthetic buffer between street and parking lot, as well as reduce the amount of irrigation/water usage onsite. The native grass mix will be similar to the low grass mix per United Seeds Inc. including the following plants: sideoats grama, blue grama, hard fine fescue, sheep fine fescue, blue fine fescue, little bluestem.

   c. Screening of service yards, mechanical, electrical, phone equipment and pedestals and other places that tend to be unsightly is required. Screening shall be equally effective in winter and summer. See Section 4, III, I. The equipment to the east of the Future 2-story industrial building is not screened. This area was reviewed as part of the Design Review for Building #1. Please update the landscape plan to reflect the approved landscaping in this area.

      Response: The building layout is slightly different from phase 1 and this area will be landscaped as requested.

2. Planting Plan:

   a. Landscape shall be designed to provide natural undulating landscape forms. Avoid consistent straight-line plantings. See Section 4, III, F. Plantings around the west driveway off Emiline St and between the parking and buildings are shown in straight lines. Consider undulating forms and massings.

      Response: Landscaping has been revised to implement undulating forms and massings as requested.

b. Screening of service yards, mechanical, electrical, phone equipment and pedestals and other places that tend to be unsightly is required and may be accomplished with plantings. See Section 4, III, I. Please indicate if screening of trash enclosures is to be included in landscape review.

Response: Trash enclosures will be screened by means of architectural masonry wall/gate and shrubs/trees.

Four (4) copies of each of the following documents are included with this submittal:

1. Planned Unit Development P.U.D. Site Plan Exhibit;
2. Planned Unit Development P.U.D. Phasing Exhibit;
3. Planned Unit Development P.U.D. Emergency Vehicle Access Exhibit;
4. Planned Unit Development P.U.D. Landscape Plan Overall;
5. Planned Unit Development P.U.D. Housing Phase Landscape Plan;
6. Planned Unit Development P.U.D. Post Construction Stormwater Management Plan;
7. Planned Unit Development P.U.D. Grading Plan;
8. Planned Unit Development P.U.D. Utility Plan;
9. Site Lighting Exhibit; and
10. Streck Housing Schedule of Proposed Construction.

Please call if you have any questions or concerns regarding this submittal.

Sincerely;

LAMP RYNEARSON, INC.

Caleb M. Snyder, P.E.
Project Manager

Enclosures

c: John Noble, Streck, Inc.
Zach Reinhardt, Burlington Capital
Tom Zuk, Holland Basham Architects
David Warner, Holland Basham Architects

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February 8, 2021

Zach Reinhardt
Burlington Capital
1004 Farnam St. Ste 400
Omaha, NE 68102

RE: Planned Unit Development Amendment – 2nd Review Letter
Lot 1 Harrison Hills

Mr. Reinhardt,

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

1. Section 5.15.04.01 – The responses from the applicant appear to infer that the design schedule may be lagging what is represented in the submittal. However, the project timeline for the apartment phase may still be within reason. As with many schedules that are summited for other projects, the timeframe of future phases appears to be unknown at this time, therefore the applicant will need to stay mindful of expiration dates of the PUD, and any consequences that may arise from a PUD expiring. If you see a need for the applicant to revise their schedule based upon their comments in regard to the status of design, that's fine, but it would not appear that any perceived lag would be of a detriment to the project timeline as summitted.

2. Section 5.15.04.03 - In further review of the resubmittal, the east drive to Lot 2, that aligns with 117th Street, appears to encroach into Lot 1, from the return near the SW corner of Lot 1 to the return at the NW corner of Lot 1. This will need to be addressed by an easement, realignment of the drive, and/or redrawing of the lot lines.

   Also, the return for the driveway apron of the east access of Lot 1 extends past the projected lot line of the adjacent property. Applicant will need to get written correspondence from the adjacent property owner that there is no objection to the driveway apron protruding past the projected lot line prior to issuance of a building permit.

3. Section 5.15.04.17-20 - The revised overall site and landscaping plans have been reviewed by the City's Design Review Architect. Please see the attached design review letter and let us know if you

have any questions regarding the requested revisions. The design review process for these plans needs to be substantially complete prior to proceeding through the City Council approval process.

4. Section 5.15.04.21- The photometric plan provided with the latest submittal is currently under review. Any issues with the photometric plan will be conveyed for review and adjustment prior to City Council review of the application.

5. Section 5.15.05.02.11 – Existing development on adjacent properties within 200 feet needs to be shown. Most structures have been added, however the structures on Lot 3 Harrison Hills and Lot 1 Harrison Hills Replat 6 are still not represented.

6. Section 5.15.05.03.2 – With 84 units proposed to be constructed in a 3.03 acre lot, the per unit density is calculated as one unit per 1,571 square feet. This is below the 2,250 square foot per unit minimum requirement for multifamily developments in the R-3 High Density Residential Zoning District. Please provide written justification in the form of a separate letter regarding the justification for the development of this multifamily development at this density.

Other than the issues stated within this letter and the attached letter from the Design Review Architect, staff is in approval of the PUD Plan Set and have added the application to the February 18th Planning Commission meeting agenda.

Please forward to the City 15 copies of the PUD Plan Set, along with an electronic copy, by close of business on Wednesday, February 10, 2021 for compilation of Planning Commission packets.

The Planning Commission meeting will be held on Thursday, February 18th, 2021 at 6:30pm in the Council Chambers at La Vista City Hall located at 8116 Park View Blvd. Please have someone in attendance to present the application and to answer any questions the Planning Commission may have. For those in attendance, we ask that they adhere to the City of La Vista mask mandate and other general social distancing norms in relation to the current pandemic.

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

Thank you,

Christopher Solberg, AICP
Deputy Community Development Director

cc:

Caleb Snyder, Lamp Rynearson
Constance Ryan, Streck Inc.
Bruce Fountain, Community Development Director – City of La Vista
Pat Dowse, City Engineer – City of La Vista

Enclosure

SCHEMMER
Design with Purpose. Build with Confidence.

December 21, 2020

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

RE: Streck, Inc, Harrison Hills Facility, PUD Landscaping Amendment - Design Review #1

Dear Chris:

This letter shall provide recommendations and/or corrections pertaining to the landscape design for the applicant's PUD amendment submittal package dated December 7, 2020. For tracking purposes, I have noted deficiencies in the submittal package, and where appropriate, the corresponding requirements outlined in the Gateway Corridor Design Guidelines.

General:

1. The following items were submitted for review:
    a. Planned Unit Development Landscape Exhibit.
    b. Planting Plan.

2. It is understood that building shapes and designs are schematic and often preliminary for PUD applications. As such, a separate landscape plan shall be submitted as part of the Building Design Review Process to ensure full compliance and review of landscaping requirements associated with building elements. These would include but are not limited to required plantings adjacent to the base of buildings, plantings for screening, etc.

Drawings:

1. Planned Unit Development Landscape Exhibit:
    a. Landscape shall be designed to provide natural undulating landscape forms. Avoid consistent straight-line plantings. See Section 4, III, F. The line between irrigated turf and native grasses is very straight at the back of the relocated parking on the west side of the future office. Consider an undulating form.
    b. Irrigation of all landscape elements and turf areas is required. See Section 4, III, G. More information is required regarding the area indicated as "Non-Irrigated Native Grasses and Forbs." This area should have a consistent appearance to the turf areas and be irrigated.
    c. Screening of service yards, mechanical, electrical, phone equipment and pedestals and other places that tend to be unsightly is required. Screening shall be equally effective in winter and summer. See Section 4, III, I. The equipment to the east of the Future 2-story industrial building is not screened. This area was reviewed as part of the Design Review for Building #1. Please update the landscape plan to reflect the approved landscaping in this area.

2. Planting Plan:
    a. Landscape shall be designed to provide natural undulating landscape forms. Avoid consistent straight-line plantings. See Section 4, III, F. Plantings around the west driveway off Emiline St and between the parking and buildings are shown in straight lines. Consider undulating forms and massings.

PHONE 402.493.4800
FAX 402.493.7951

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

SCHEMMER.COM

EMPLOYEE OWNED

b. Screening of service yards, mechanical, electrical, phone equipment and pedestals and other places that tend to be unsightly is required and may be accomplished with plantings. See Section 4, III, I. Please indicate if screening of trash enclosures is to be included in landscape review.

Please notify the Applicant of the review comments above and request clarification and/or resubmittal as the case may be. Please remind the Applicant to properly date all resubmittals. Design Guideline Requirements not specifically discussed above are in compliance but subject to further review pending resubmittal.

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

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

Sincerely,

THE SCHEMMER ASSOCIATES, INC.



Dan Kerns, AIA, NCARB
Manager, Architecture
Shareholder
Commercial Market Leader

SCHEMMER

Design with Purpose. Build with Confidence.

February 4, 2021

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

RE: Streck, Inc, Harrison Hills Facility, PUD Landscaping Amendment - Design Review #2

Dear Chris:

This letter shall provide recommendations and/or corrections pertaining to the landscape design for the applicant's PUD amendment resubmittal package received January 26,2021. For tracking purposes, I have noted deficiencies in the submittal package, and where appropriate, the corresponding requirements outlined in the Gateway Corridor Design Guidelines.

General:

1. The following items were submitted for review:
    a. Planned Unit Development Landscape Exhibit, undated
    b. Planting Plan, undated
    c. Response Letter regarding comments from Design Review Letter 1.

2. It is understood that building shapes and designs are schematic and often preliminary for PUD applications. As such, a separate landscape plan shall be submitted as part of the Building Design Review Process to ensure full compliance and review of landscaping requirements associated with building elements. These would include but are not limited to required plantings adjacent to the base of buildings, plantings for screening, etc.

Drawings:

1. The Landscape Plans have been revised to include undulating forms in the plantings and edges.
2. The "Non-Irrigated Native Grasses and Forbs" has been clarified.
3. The equipment screening east of the Future 2-story industrial building has been added.
4. At the housing area, refuse areas will be screened with hard wall architectural items and landscaping.
5. The screening of site utility items and building mounting utility items will be reviewed during the Design Review of the buildings.

Please notify the Applicant of the review comments above. Based on the comments provided, responses received, and corrections made, the PUD Landscape Submittal is in compliance with the Gateway Corridor Design Guidelines and I recommend approval.

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

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

Sincerely,

THE SCHEMMER ASSOCIATES, INC.



Dan Kerns, AIA, NCARB
Shareholder - Senior Architect
Commercial Market Leader

STRECK

February 11th, 2021

Christopher Solberg, AICP
Deputy Community Development Director
City of La Vista
8116 Park View Boulevard
La Vista, NE 68128

Dear Mr. Solberg:

Streck Inc. is an important employer in the City of La Vista, and in a progressive effort to better attract high quality talent, and to support existing employees, Streck endeavors to build high quality, affordable housing for their workforce. One key to providing this type of housing is maximizing the efficiency of the site to manage costs without sacrificing the future needs of the Streck Campus. The identified parcel for this project represents the most reasonable sized parcel that Streck could use for housing without negatively impacting Streck's future needs for the campus as the company continues to grow.

The proposed lot configuration results in a density of 1,571 square feet per unit, which is below the 2,250 square feet per unit minimum requirement for multifamily developments in R-3 High Density Residential Zoning District. This proposed density, with 84 units spread across the site, allows the project to be economically feasible, as it distributes the development costs across a greater number of units. This is especially important as Streck is proposing to rent these units to their employees at a rent that is below the market rate. A lower density poses a threat to business objectives as it would lead to a higher rent necessary to cover the costs of the project. By increasing the density, Streck will be able to provide high quality, affordable housing for its workforce and for others in need of workforce housing.

In an effort to account for the higher density, the development proposed includes covered parking within the podium building, rather than spread between multiple detached garages. This reduces the building coverage percentage and allows for more open and green space on the site. The site plan, as proposed, contemplates a development with a higher density that feels like a less dense site as the number of buildings is limited and there is a significant amount of green space provided for residents.

We feel the proposed approach results in a project that accommodates the needed density while also providing a significant amount of common, open space.

Sincerely,

John Noble
Chief Operating Officer, Streck Inc.

7002 S. 109th STREET, LA VISTA, NE 68128 P 800.843.0912 F 402.333.6017 streck.com

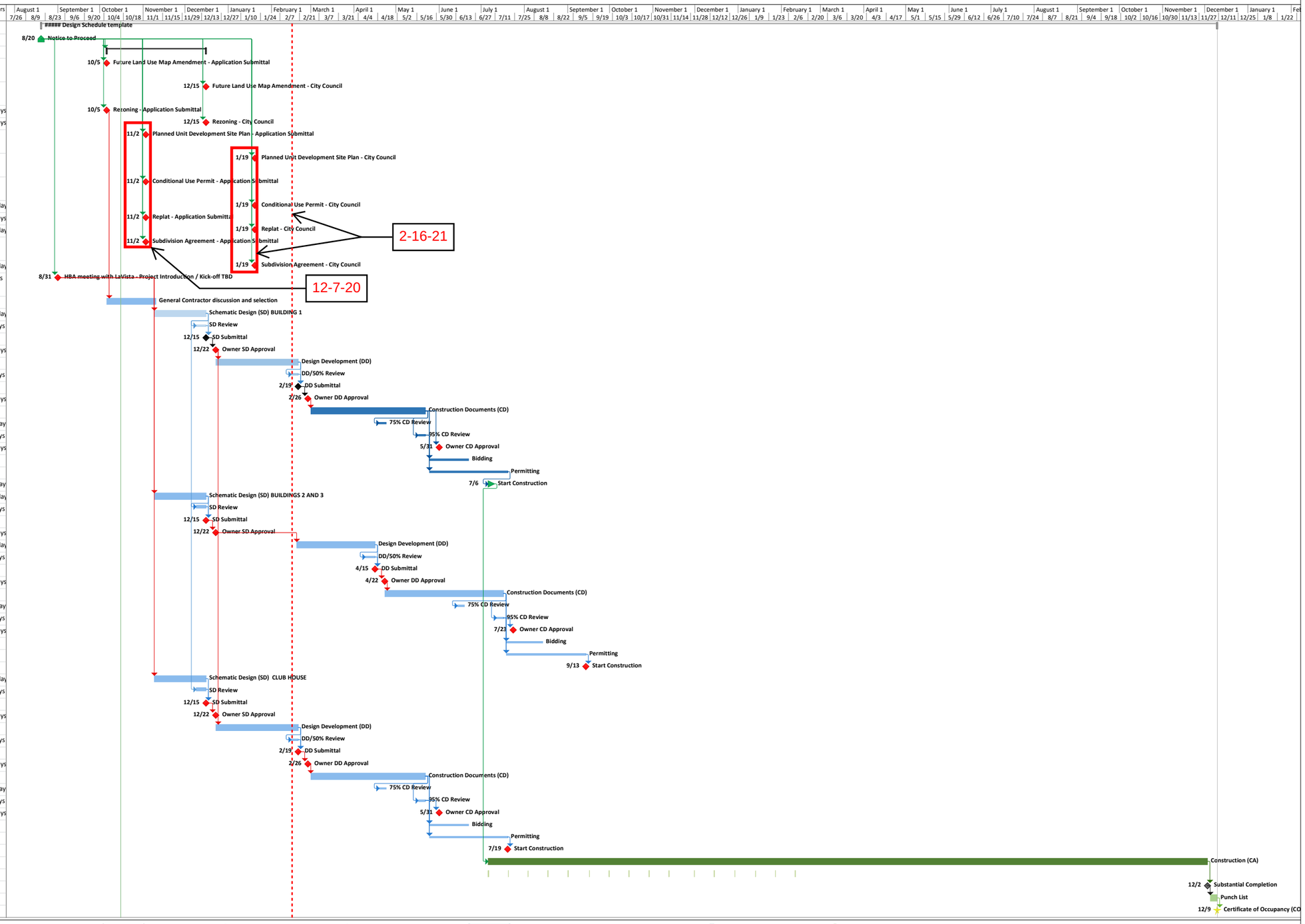
Preliminary Schedule

HBA HOEDEMAN BEDNAR ARCHITECTS

Design Schedule

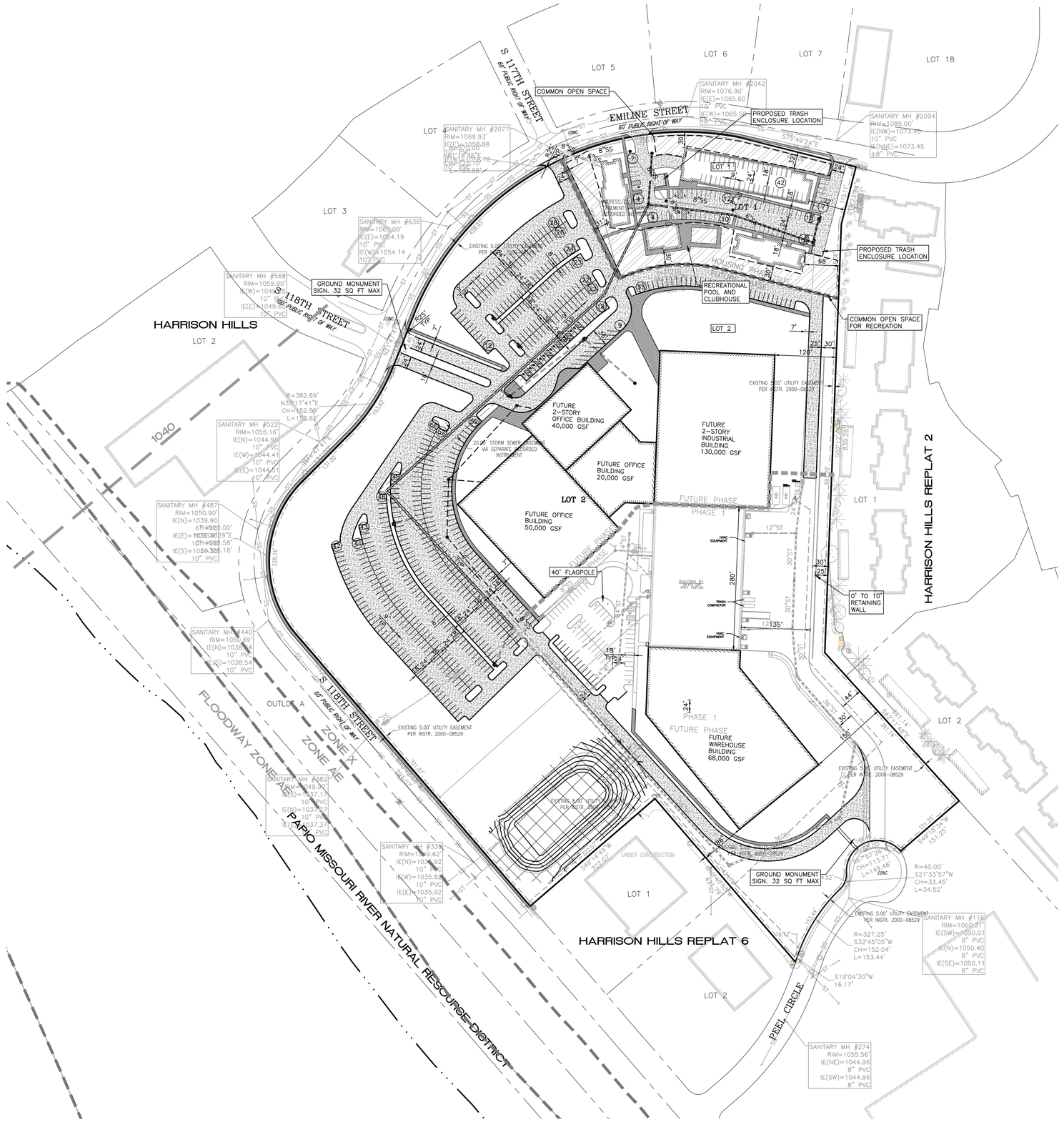
Streck Housing
20084

ID	Task Name	Duration	Start	Finish	Predecessors
0	**##### Design Schedule template**	**29.3 mons**	**Thu 8/20/20**	**Fri 12/9/22**	
1	Notice to Proceed	0 days	Thu 8/20/20	Thu 8/20/20	
2	**LaVista Housing Development Timeline**	**2.45 mons**	**Mon 10/5/20**	**Tue 12/15/20**	1
3	Future Land Use Map Amendment - Application Submittal	0 days	Mon 10/5/20	Mon 10/5/20	1FS+32 days
4	Future Land Use Map Amendment - City Council	0 days	Tue 12/15/20	Tue 12/15/20	1FS+81 days
5	Rezoning - Application Submittal	0 days	Mon 10/5/20	Mon 10/5/20	1FS+32 days
6	Rezoning - City Council	0 days	Tue 12/15/20	Tue 12/15/20	1FS+81 days
7	Planned Unit Development Site Plan - Application Submittal	0 mons	Mon 11/2/20	Mon 11/2/20	1FS+52 days
8	Planned Unit Development Site Plan - City Council	0 mons	Tue 1/19/21	Tue 1/19/21	1FS+103 days
9	Conditional Use Permit - Application Submittal	0 mons	Mon 11/2/20	Mon 11/2/20	1FS+52 days
10	Conditional Use Permit - City Council	0 mons	Tue 1/19/21	Tue 1/19/21	1FS+103 days
11	Replat - Application Submittal	0 mons	Mon 11/2/20	Mon 11/2/20	1FS+52 days
12	Replat - City Council	0 mons	Tue 1/19/21	Tue 1/19/21	1FS+103 days
13	Subdivision Agreement - Application Submittal	0 mons	Mon 11/2/20	Mon 11/2/20	1FS+52 days
14	Subdivision Agreement - City Council	0 mons	Tue 1/19/21	Tue 1/19/21	1FS+103 days
15	HBA meeting with LaVista - Project Introduction / Kick-off TBD	0 mons	Mon 8/31/20	Mon 8/31/20	1FS+8 days
16	General Contractor discussion and selection	5 wks	Tue 10/6/20	Mon 11/9/20	5
17	Schematic Design (SD) BUILDING 1	5 wks	Mon 11/9/20	Tue 12/15/20	15FS+48 days
18	SD Review	1 wk	Wed 12/9/20	Tue 12/15/20	17FS-5 days
19	SD Submittal	0 days	Tue 12/15/20	Tue 12/15/20	17,18
20	Owner SD Approval	0 days	Tue 12/22/20	Tue 12/22/20	19FS+5 days
21	Design Development (DD)	8 wks	Wed 12/23/20	Fri 2/19/21	20
22	DD/50% Review	1 wk	Mon 2/15/21	Fri 2/19/21	21FS-5 days
23	DD Submittal	0 days	Fri 2/19/21	Fri 2/19/21	21,22
24	Owner DD Approval	0 days	Fri 2/26/21	Fri 2/26/21	23FS+5 days
25	Construction Documents (CD)	12 wks	Mon 3/1/21	Fri 5/21/21	24
26	75% CD Review	1 wk	Mon 4/19/21	Fri 4/23/21	25FS-25 days
27	95% CD Review	1 wk	Mon 5/17/21	Fri 5/21/21	25FS-5 days
28	Owner CD Approval	0 days	Mon 5/31/21	Mon 5/31/21	25FS+5 days
29	Bidding	4 wks	Tue 5/25/21	Mon 6/21/21	25,27
30	Permitting	8 wks	Tue 5/25/21	Mon 7/19/21	25,27
31	Start Construction	0 days	Tue 7/6/21	Tue 7/6/21	30FS-10 days
32	Schematic Design (SD) BUILDINGS 2 AND 3	5 wks	Mon 11/9/20	Tue 12/15/20	15FS+48 days
33	SD Review	1 wk	Wed 12/9/20	Tue 12/15/20	32FS-5 days
34	SD Submittal	0 days	Tue 12/15/20	Tue 12/15/20	32,33
35	Owner SD Approval	0 days	Tue 12/22/20	Tue 12/22/20	34FS+5 days
36	Design Development (DD)	8 wks	Fri 2/19/21	Thu 4/15/21	35FS+39 days
37	DD/50% Review	1 wk	Fri 4/9/21	Thu 4/15/21	36FS-5 days
38	DD Submittal	0 days	Thu 4/15/21	Thu 4/15/21	36,37
39	Owner DD Approval	0 days	Thu 4/22/21	Thu 4/22/21	38FS+5 days
40	Construction Documents (CD)	12 wks	Fri 4/23/21	Fri 7/16/21	39
41	75% CD Review	1 wk	Mon 6/14/21	Fri 6/18/21	40FS-25 days
42	95% CD Review	1 wk	Mon 7/12/21	Fri 7/16/21	40FS-5 days
43	Owner CD Approval	0 days	Fri 7/23/21	Fri 7/23/21	42FS+5 days
44	Bidding	4 wks	Mon 7/19/21	Fri 8/13/21	40,42
45	Permitting	8 wks	Mon 7/19/21	Mon 9/13/21	40,42
46	Start Construction	0 days	Mon 9/13/21	Mon 9/13/21	45
47	Schematic Design (SD) CLUB HOUSE	5 wks	Mon 11/9/20	Tue 12/15/20	15FS+48 days
48	SD Review	1 wk	Wed 12/9/20	Tue 12/15/20	17FS-5 days
49	SD Submittal	0 days	Tue 12/15/20	Tue 12/15/20	47,48
50	Owner SD Approval	0 days	Tue 12/22/20	Tue 12/22/20	49FS+5 days
51	Design Development (DD)	8 wks	Wed 12/23/20	Fri 2/19/21	20
52	DD/50% Review	1 wk	Mon 2/15/21	Fri 2/19/21	51FS-5 days
53	DD Submittal	0 days	Fri 2/19/21	Fri 2/19/21	51,52
54	Owner DD Approval	0 days	Fri 2/26/21	Fri 2/26/21	53FS+5 days
55	Construction Documents (CD)	12 wks	Mon 3/1/21	Fri 5/21/21	54
56	75% CD Review	1 wk	Mon 4/19/21	Fri 4/23/21	55FS-25 days
57	95% CD Review	1 wk	Mon 5/17/21	Fri 5/21/21	55FS-5 days
58	Owner CD Approval	0 days	Mon 5/31/21	Mon 5/31/21	57FS+5 days
59	Bidding	4 wks	Tue 5/25/21	Mon 6/21/21	55,57
60	Permitting	8 wks	Tue 5/25/21	Mon 7/19/21	55,57
61	Start Construction	0 days	Mon 7/19/21	Mon 7/19/21	60
62	Construction (CA)	18 mons	Tue 7/6/21	Fri 12/2/22	31
63	Construction Meetings (OAC)	**7.7 mons**	**Tue 7/6/21**	**Thu 2/10/22**	**31**
80	Substantial Completion	0 days	Fri 12/2/22	Fri 12/2/22	62
81	Punch List	1 wk	Mon 12/5/22	Fri 12/9/22	80
82	Certificate of Occupancy (CO)	0 days	Fri 12/9/22	Fri 12/9/22	81



Project: ##### Design Schedule te
Date: Fri 10/16/20

Task · Split · Milestone · Summary · Project Summary · External Tasks · External Milestone · Inactive Task · Inactive Milestone · Inactive Summary · Manual Task · Duration-only · Manual Summary Rollup · Manual Summary · Start-only · Finish-only · Deadline · Progress · Manual Progress



PUD SITE REGULATOR TABLE

LEGAL DESCRIPTION: LOT 1 HARRISON HILLS REPLAT 7, LAVISTA, NEBRASKA

USE TYPE: MULTIPLE FAMILY DWELLINGS

ZONING: R-3, HIGH DENSITY RESIDENTIAL PUD, GATEWAY CORRIDOR DISTRICT (OVERLAY DISTRICT)

[ ] PERMITTED USE
[X] CONDITIONAL USE
[ ] SPECIAL USE

SITE REGULATORS (SEE SECTION 5.08):

	ALLOWANCES
A. SITE AREA	2,250 SF/UNIT MIN.
B. MINIMUM WIDTH	100 FEET
C. SETBACK	
MIN. FRONT YARD	30', 60' WHEN PARKING IS LOCATED IN FRONT YARD
MIN. SIDE YARD	10', 5' ADDITIONAL FOR EACH STORY IN EXCESS OF 3 STORIES
MIN. REAR YARD	30'
D. BUILDING HEIGHT	45' MAX
E. MAX BUILDING COVER (%)	40% (BUILDING COVERAGE/LOT AREA = 30,225 SF/132,026 SF = 23%)
F. MIN COMMON OPEN SPACE (%)	30% (OPEN SPACE/LOT AREA = 44,880 SF/132,026 SF = 34%)
G. DENSITY OF DWELLING UNITS	UNITS/ACRE = 84 UNITS/ 3.03 AC. = 27.72 UNITS/AC.

OFF STREET PARKING REQUIREMENTS (SEE SECTION 7.06)

	UNITS	PARKING REQUIRED	PARKING PROVIDED
STUDIO	15	1 PER BED = 15 STALLS	
1-BED	42	1 PER BED = 42 STALLS	
2-BED	27	1 PER BED = 54 STALLS	
TOTAL	84 UNITS	111 STALLS	. 116 STALLS
MIN. ENCLOSED PARKING (SEE SECTION 7.05.08)		0.45 ENCLOSED GARAGES PER UNIT	

ACCESSIBLE PARKING REQUIREMENTS (SEE SECTION 7.08)

PARKING REQUIRED	PARKING PROVIDED
116 TOTAL = 5 ACCESSIBLE	5 STALLS

PUD SITE REGULATOR TABLE

LEGAL DESCRIPTION: LOT 2 HARRISON HILLS REPLAT 7, LAVISTA, NEBRASKA

USE TYPE: LIGHT MANUFACTURING

ZONING: I-1 PUD, GATEWAY CORRIDOR DISTRICT (OVERLAY DISTRICT) (SEE SECTION 5.13)

[X] PERMITTED USE
[ ] CONDITIONAL USE
[ ] SPECIAL USE

SITE REGULATORS (SEE SECTION 5.13):

	ALLOWANCES
A. SITE AREA	10,000 SF MIN.
B. MINIMUM WIDTH	100 FEET
C. SETBACK	
FRONT YARD	35', 60' WHEN PARKING IS LOCATED IN FRONT YARD
SIDE YARD	30'
REAR YARD	25'
D. BUILDING HEIGHT	45' MAX
E. MAX LOT COVER (%)	65%
F PARKING REQUIREMENTS (SEE SECTION 7.06)	1 SPACES/3,000 SF OF GROSS FLOOR AREA (INDUSTRIAL USE) 1 SPACE/200 SF OF GROSS FLOOR AREA (OFFICE BUILDING USE) 1 SPACE/5,000 SF OF GROSS FLOOR AREA (WAREHOUSE & DISTRIBUTION USE)

OFF STREET PARKING REQUIREMENTS (SEE SECTION 7.06)

	GROSS FLOOR AREA	PARKING REQUIRED	PARKING PROVIDED
PHASE1 (EXISTING)	78,472 SF	1 PER 3,000 SF = 27 STALLS	75 STALLS
FUTURE PHASES (INDUSTRIAL USE)	130,000 SF	1 PER 3,000 SF = 44 STALLS	602 STALLS
FUTURE PHASES (OFFICE USE)	110,000 SF	1 PER 200 SF = 550 STALLS	
FUTURE PHASES (WAREHOUSE)	68,000 SF	1 PER 5,000 SF = 14 STALLS	
TOTAL	386,472 SF	635 STALLS	. 669 STALLS (8 PHASE 1 STALLS WILL BE REMOVED)

ACCESSIBLE PARKING REQUIREMENTS (SEE SECTION 7.08)

	PARKING REQUIRED	PARKING PROVIDED
PHASE 1 (EXISTING)	75 TOTAL = 3 ACCESSIBLE	3 STALLS
TOTAL	2% OF 669 TOTAL STALLS = 14 ACCESSIBLE	14 STALLS

LEGEND

- PROPERTY LINE
- SANITARY SEWER
- STORM SEWER
- FIBER OPTIC
- GAS
- WATER
- UNDERGROUND POWER
- OVERHEAD POWER
- TELEPHONE
- CABLE TELEVISION
- MANHOLE
- CURB INLET
- GRATE INLET
- HOODED GRATE INLET
- HYDRANT
- LIGHT POLE
- PROPOSED CONTOUR
- EXISTING CONTOUR
- RETAINING WALL
- PC CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER
- PC CONCRETE SIDEWALK
- BUILDING
- PARKING STALL COUNT
- PHASE LINE
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED MANHOLE
- PROPOSED F.E.S.
- PROPOSED CURB INLET (BY OTHERS)
- PROPOSED BASIN
- FUTURE STORM SEWER
- FUTURE SANITARY SEWER
- FUTURE PC CONCRETE SIDEWALK
- FUTURE PC CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER
- COMMON OPEN SPACE

LAMP RYNEARSON
14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

N
0 100 200

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

PLANNED UNIT DEVELOPMENT SITE EXHIBIT

STRECK, INC. (HARRISON HILLS FACILITY)
LAVISTA, NEBRASKA

811 Know what's below. Call before you dig.

ALL UTILITIES ARE SHOWN BASED ON THE INFORMATION AVAILABLE TO THE ENGINEER. THERE IS NO GUARANTEE ALL FACILITIES ARE SHOWN OR THAT THE LOCATION, DEPTH, AND SIZE OF THOSE SHOWN ARE CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES AND SERVICE LINES PRIOR TO CONSTRUCTION.

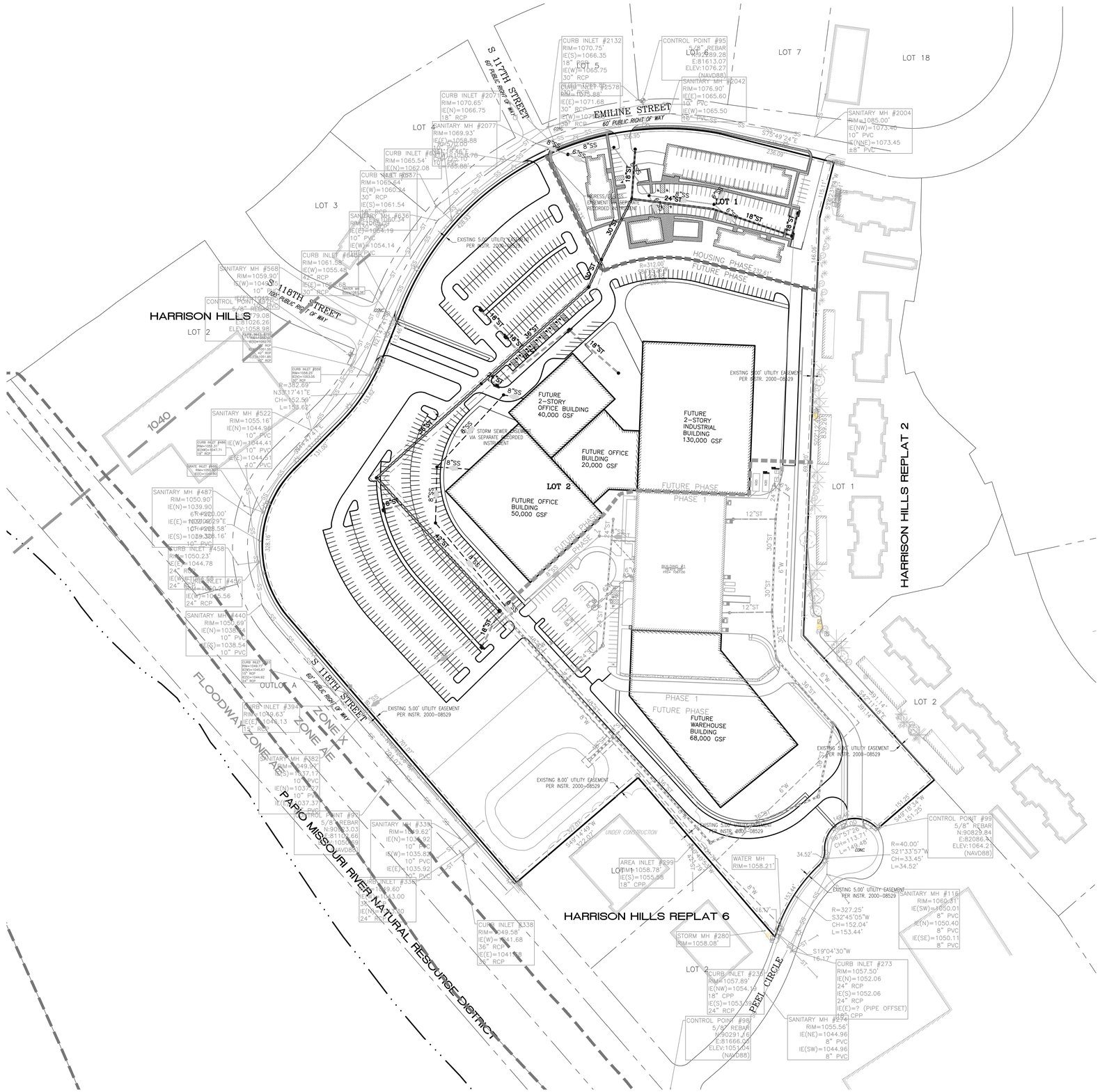
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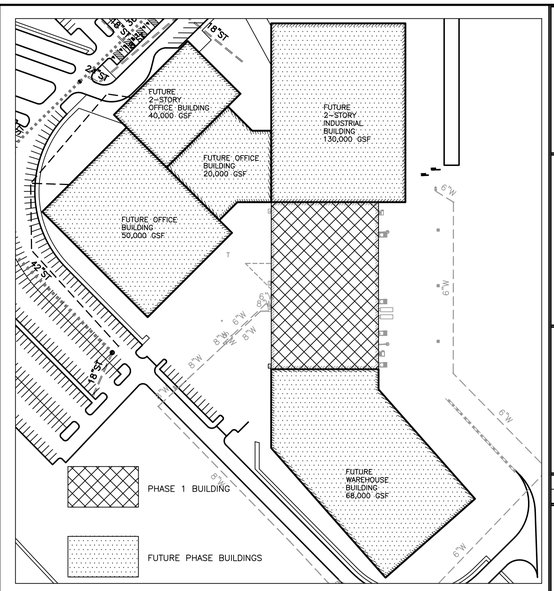
DESIGNER / DRAFTER
THOMAS GLIDEWELL
DATE

PROJECT NUMBER
0118087.01
BOOK AND PAGE

SHEET
1 OF 1

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BUILDING PHASING

HARRISON HILLS REPLAT 7 LOT 1

LOT 1	3.031 ACRES

HARRISON HILLS REPLAT 7 LOT 2

PHASE 1 AREA (EXISTING)	6.051 ACRES
FUTURE PHASE AREA	20.983 ACRES
TOTAL AREA	27.034 ACRES

DEVELOPMENT FEE PHASE TABLE

FEE DESCRIPTION	LOT 2 PHASE 1 TOTAL (6.05 AC)	LOT 2 FUTURE PHASE TOTAL (20.98 AC)	LOT 1 TOTAL (3.03 AC)
WATERSHED MANAGEMENT FEE	($4,963/AC. *6.05) = $30,026.15	($5,087/AC. *20.98) = $106,725.26	($4,167/AC. *3.03) = $12,626.01
SEWER/DRAINAGE CONNECTION FEE ($7,407/AC)	$44,812.35	$155,421.08	$22,450.62
	*PHASE 1 FEES PREVIOUSLY PAID	**FUTURE FEE AMOUNT WILL BE FINALIZED AT THE TIME OF BUILDING, UTILIZING THE CITY'S CURRENT FEE SCHEDULE	

LEGEND

- PROPERTY LINE
- SANITARY SEWER
- STORM SEWER
- FIBER OPTIC
- GAS
- WATER
- UNDERGROUND POWER
- OVERHEAD POWER
- TELEPHONE
- CABLE TELEVISION
- MANHOLE
- CURB INLET
- GRATE INLET
- HOODED GRATE INLET
- HYDRANT
- LIGHT POLE
- PROPOSED CONTOUR
- EXISTING CONTOUR
- RETAINING WALL
- PHASE 1 PC CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER
- PHASE 1 PC CONCRETE SIDEWALK
- BUILDING
- 15 PARKING STALL COUNT
- PHASE LINE
- SS PROPOSED SANITARY SEWER
- ST PROPOSED STORM SEWER
- PROPOSED MANHOLE
- PROPOSED F.E.S.
- PROPOSED CURB INLET (BY OTHERS)
- PROPOSED BASIN
- ST FUTURE STORM SEWER
- SS FUTURE SANITARY SEWER
- FUTURE PC CONCRETE SIDEWALK
- FUTURE PC CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER

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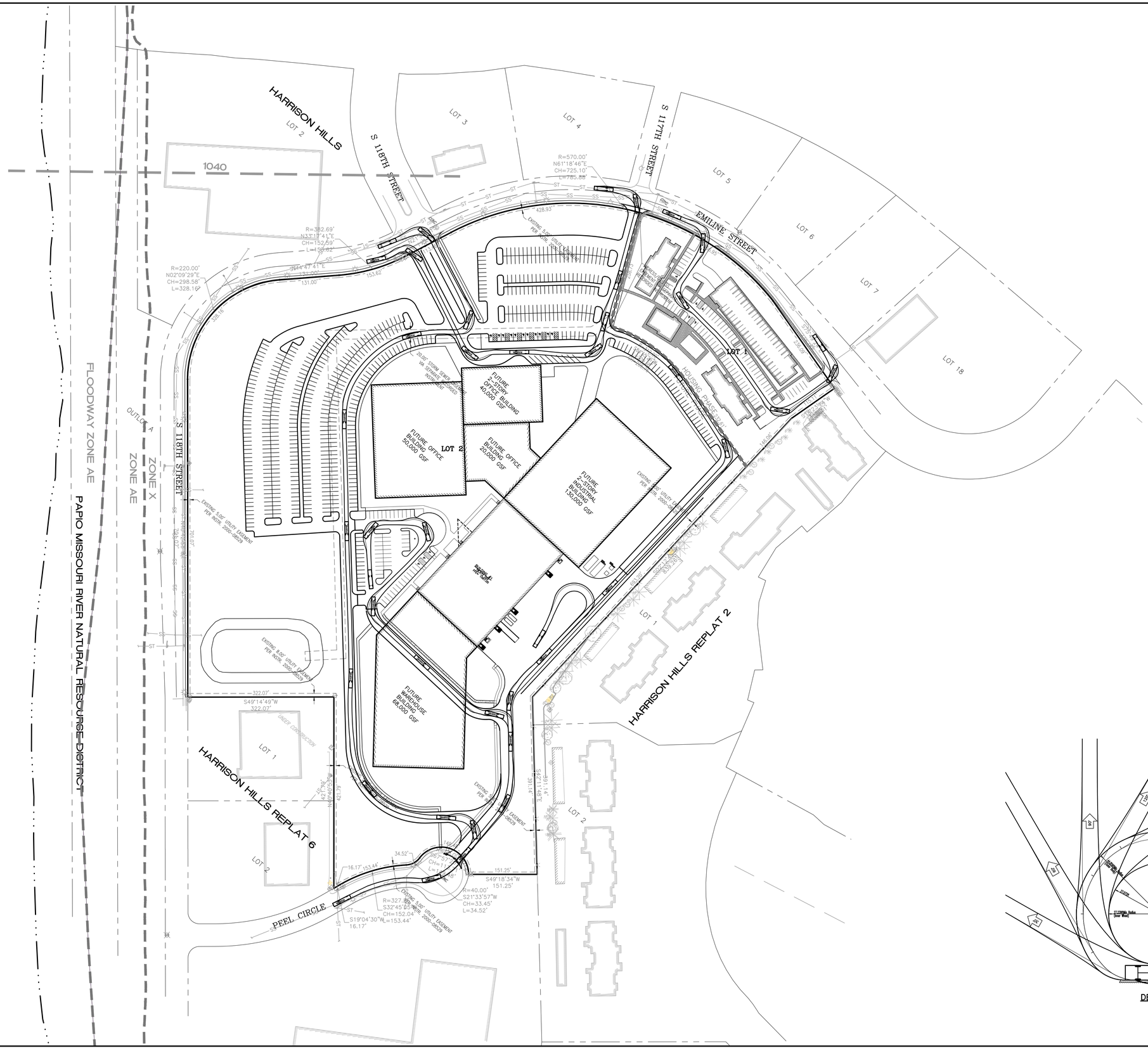
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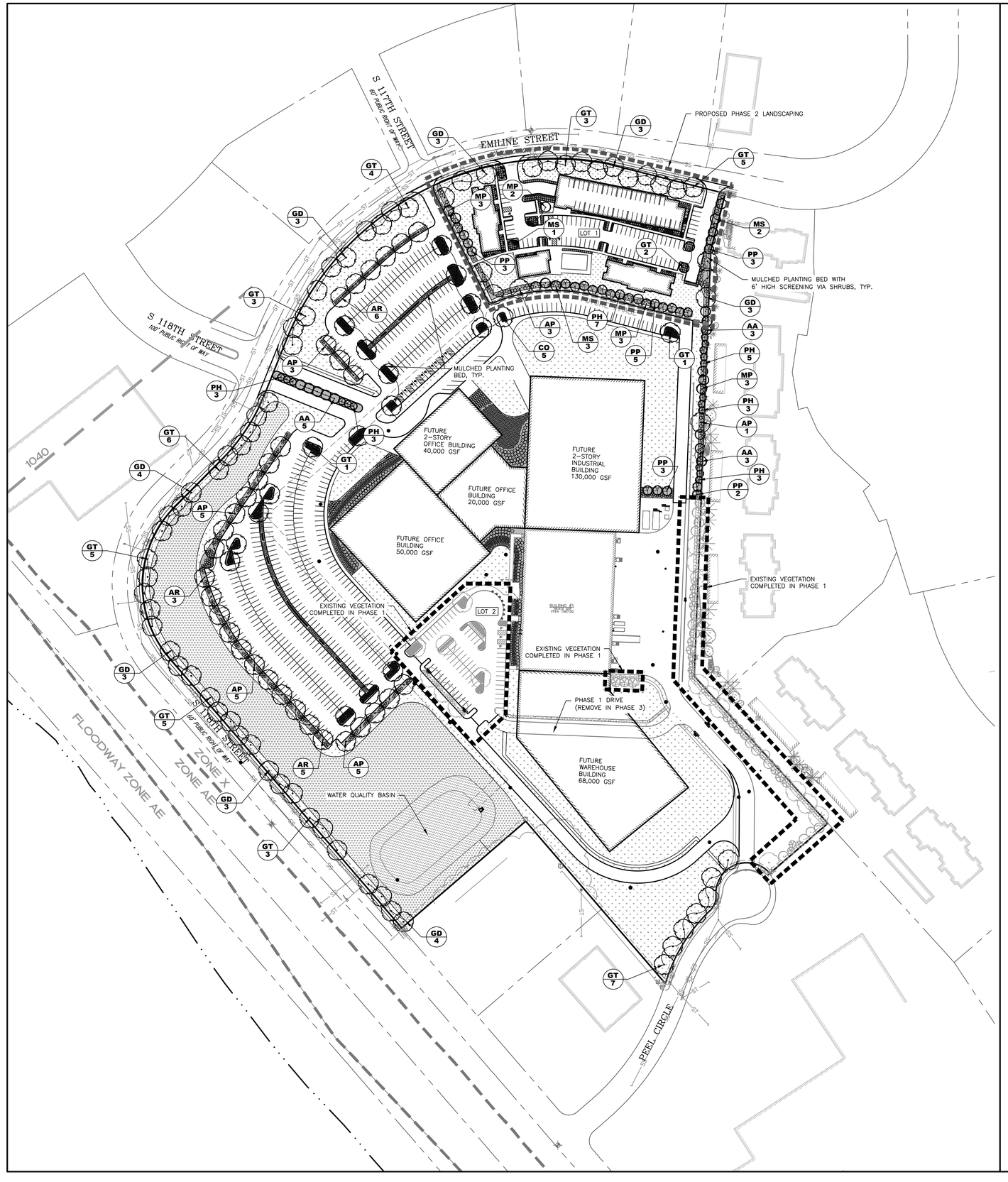
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0118087.01
BOOK AND PAGE

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1 OF 1

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HARRISON HILLS
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 18
1040
S 118TH STREET
S 117TH STREET
EMILINE STREET
R=570.00'
N61°18'46"E
CH=725.10'
L=785.55'
428.93'
R=382.69'
N33°17'41"E
CH=152.59'
L=153.82'
S44°47'41"E
131.00'
153.82'
R=220.00'
N02°09'29"E
CH=298.58'
L=328.16'
328.16'
LOT 1
HOUSING PHASE 2
FUTURE 2-STORY OFFICE BUILDING 40,000 GSF
FUTURE OFFICE BUILDING 50,000 GSF
LOT 2
FUTURE OFFICE BUILDING 20,000 GSF
FUTURE 2-STORY INDUSTRIAL BUILDING 130,000 GSF
FUTURE WAREHOUSE BUILDING 69,000 GSF
UNDER CONSTRUCTION
LOT 1
LOT 2
HARRISON HILLS REPLAT 6
HARRISON HILLS REPLAT 2
LOT 1
LOT 2
322.07'
S49°14'49"W
322.07'
42.79'
S40°45'11"W
42.79'
151.25'
S49°18'34"W
151.25'
R=40.00'
S21°33'57"W
CH=33.45'
L=34.52'
34.52'
R=327.69'
S32°45'15"W
CH=152.04'
L=153.44'
S19°04'30"W
16.17'
PEEL CIRCLE
OUTLOT A
FLOODWAY ZONE AE
ZONE X
ZONE AE
PAPIO MISSOURI RIVER NATURAL RESOURCE DISTRICT
EXISTING 5.00' UTILITY EASEMENT PER INSTR. 2004-08629
EXISTING 8.00' UTILITY EASEMENT PER INSTR. 2004-08629
EXISTING 5.00' UTILITY EASEMENT PER INSTR. 2004-08629
EXISTING 20.00' UTILITY EASEMENT PER INSTR. 2004-08629
20.00' STORM SEWER EASEMENT VA SEPARATE DEDICATED INSTRUMENT
EXISTING 5.00' UTILITY EASEMENT PER INSTR. 2004-08629



PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
		DECIDUOUS TREES				
	AR	ACER RUBRUM 'MAGNIFICENT MAGENTA'	BURGUNDY BELLE RED MAPLE	2.5" CAL.	30–50	20–30
	GT	GLEDITSIA TRIACANTHOS VAR. INERMIS 'HALKA'	HALKA HONEYLOCUST	2.5" CAL.	30–50	20–30
	CO	CELTIS OCCIDENTALIS 'PRAIRIE PRIDE'	PRAIRIE PRIDE HACKBERRY	2.5" CAL.	30–50	20–30
	QV	QUERCUS VIRGINIANA	HERITAGE OAK	2.5" CAL.	30–50	20–30
	AP	ACER PLATANOIDES	NORWAY MAPLE	2.5" CAL.	30–50	20–30
	GD	GYMNOCLADUS DIOICUS ESPRESSO	KENTUCKY COFFEE	2.5" CAL.	30–50	20–30
	AA	AMELANCHIER ARBOREA 'CLUMP FORM'	DOWNY SERVICEBERRY	2.5" CAL.	15–25	15–25
	MP	MALUS PRAIRIFIRE	PRAIRIE FIRE CRABAPPLE	2.5" CAL.	15–25	15–25
	MS	MALUS SNOWDRIFT	SNOW DRIFT CRABAPPLE	2.5" CAL.	15–25	15–25
		CONIFEROUS TREES				
	PH	PINUS HELDREICHII	BOSNIAN PINE	6' HIGH	30–40	20–30
	PP	PICEA PUNGENS	COLORADO BLUE SPRUCE	6' HIGH	30–40	20–30
		SHRUBS, GROUND COVERS, PERENNIALS, AND ORNAMENTAL GRASSES				
MULCHED PLANTING AREAS WITH DRIP IRRIGATION	CODE	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
	RA	RHUS AROMATICA 'GRO–LOW'	GRO–LOW FRAGRANT SUMAC	5 GAL.	4–6	3–5
	SA	SPIREA ALBIFLORA	JAPANESE WHITE SPIREA	5 FAL.	3–5	3–5
	EA	EUONYMUS ALATUS	BURNING BUSH	5 GAL.	4–6	4–6
	JS	JUNIPERUS SABINA 'TAMARISCIFOLIA'	GREEN TAM JUNIPER	5 GAL.	2–4	2–4
	JC	JUNIPERUS CHINENSIS 'SEA GREEN'	SEA GREEN JUNIPER	5 GAL.	2–4	2–4
	HPM	HEMEROCALLIS 'PARDON ME'	PARDON ME DAYLILY	1 GAL.	1–2	1–2
	HHR	HEMEROCALLIS 'HAPPY RETURNS'	HAPPY RETURNS DAYLILY	1 GAL.	1–2	1–2
	NMH	NARCISSUS SP. 'MOUNT HOOD'	MOUNT HOOD DAFFODIL	1 GAL.	1–2	1–2
	SMN	SALVIA NEMOROSA 'MAY NIGHT'	MAY NIGHT SALVIA	1 GAL.	1–2	1–2

SURFACE RESTORATION SCHEDULE

	NON–IRRIGATED NATIVE GRASSES: AREA TO BE CONSTRUCTED WITH LOW GROW GRASS MIX BY UNITED SEEDS INC. (WWW.UNITEDSEEDS.COM) OR APPROVED EQUAL. MIX TO INCLUDE: SIDEOATS GRAMA, BLUE GRAMA, HARD FINE FESCUE, SHEEP FINE FESCUE, BLUE FINE FESCUE, AND LITTLE BLUESTEM. INSTALL PER SUPPLIER'S SPECIFICATIONS. COORDINATE SEEDING TIME, SEEDING RATE, AND INSTALLATION METHOD WITH SUPPLIER. CONSTRUCT EROSION CONTROL MATTING ON ALL AREAS RECEIVING SEED BY MEANS OF NORTH AMERICAN GREEN ERONET S150 EROSION CONTROL BLANKET OR APPROVED EQUAL. INSTALL PER MANUFACTURER'S SPECIFICATIONS. ALL AREAS RECEIVING SEED SHALL HAVE SOILS SCARIFIED TO A MINIMUM DEPTH OF 12".
	IRRIGATED LAWN AREA – BLUEGRASS OR TURF TYPE TALL FESCUE
	WATER QUALITY BASIN: NON–IRRIGATED AREA TO BE CONSTRUCTED WITH SEEDING/MATTING ON SIDE SLOPES AND PLUGS AT BOTTOM OF BASIN. SEED MIX SHALL BE FLOOD PLAIN MIXTURE BY UNITED SEEDS INC. (WWW.UNITEDSEEDS.COM) OR APPROVED EQUAL. MIX TO INCLUDE: BIG BLUESTEM, OATS, FOX SEDGE, CANADA WILDRYE, VIRGINIA WILDRYE, SWITCHGRASS, WESTERN WHEATGRASS, PRAIRIE CORDGRASS. PLUGS SHALL BE EQUAL MIX OF BROWN FOX SEDGE, COMMON OAK SEDGE, PALM SEDGE, AND RIVERBANK SEDGE. INSTALL ALL SEEDS, MATTING, AND SEDGES PER MANUFACTURER'S SPECIFICATIONS.

LANDSCAPE REQUIREMENTS

LOT 1

STREET FRONTAGE (SECTION 07.17.03.02) – EMILINE STREET

EMILINE STREET FRONTAGE 591' – ACCESS DRIVES 65' = 526'
TREES REQUIRED (1 TREE / 40 LF FRONTAGE) 526' / 40' = 13 TREES
TREES PROVIDED = 13 TREES

SIDE YARD (SECTION 07.17.03.03) – EAST PROPERTY LINE ABUTTING RESIDENTIAL

261 LF x 10' WIDTH
MINIMUM 6' HIGH VEGETATIVE SCREENING

PARKING AREA INTERIOR LANDSCAPING (SECTION 07.17.03.06)

PARKING STALLS = 79
INTERIOR LANDSCAPING REQUIRED (10 SF / PARKING STALL) = 790 SF
INTERIOR LANDSCAPING PROVIDED = 3,767 SF

PARKING AREA PERIMETER LANDSCAPING (SECTION 07.17.03.07)

PARKING LOT STREET FRONTAGE = 94 LF
TREES REQUIRED (1 TREE / 40 LF STREET FRONTAGE) = 2 TREES
TREES PROVIDED = 2

PARKING AREA SCREENING (SECTION 07.17.04.01)

PARKING LOT SCREENING = 94 LF
MINIMUM 3' HIGH VEGETATIVE SCREENING

LOT 2

STREET FRONTAGE (SECTION 07.17.03.02) – EMILINE STREET

EMILINE STREET FRONTAGE 991' – ACCESS DRIVES 104' = 887'
TREES REQUIRED (1 TREE / 40 LF FRONTAGE) 887' / 40' = 22 TREES
TREES PROVIDED = 22 TREES

STREET FRONTAGE (SECTION 07.17.03.02) – SOUTH 118TH STREET

SOUTH 118TH STREET FRONTAGE 865'
TREES REQUIRED (1 TREE / 40 LF FRONTAGE) 865' / 40' = 22 TREES
TREES PROVIDED = 22 TREES

STREET FRONTAGE (SECTION 07.17.03.02) – PEEL CIRCLE

PEEL CIRCLE STREET FRONTAGE 354' – ACCESS DRIVES 30' = 324'
TREES REQUIRED (1 TREE / 40 LF FRONTAGE) 304' / 40' = 8 TREES
TREES PROVIDED = 7 TREES (1 TREE INSTALLED WITH PHASE 1 IMPROVEMENTS)

SIDE YARD (SECTION 07.17.03.03) – EAST PROPERTY LINE ABUTTING RESIDENTIAL

1,084 LF x 10' WIDTH
MINIMUM 6' HIGH VEGETATIVE SCREENING
(740 LF INSTALLED WITH PHASE 1 IMPROVEMENTS)

SIDE YARD (SECTION 07.17.03.03) – NORTH PROPERTY LINE ABUTTING RESIDENTIAL LOT 1

442 LF x 10' WIDTH
MINIMUM 6' HIGH VEGETATIVE SCREENING
(LANDSCAPING PROPOSED ON LOT 1 BASED ON LOT LINE LOCATION WITHIN PARKING LOT)

SIDE YARD (SECTION 07.17.03.03) – EAST PROPERTY LINE ABUTTING RESIDENTIAL LOT 1

259 LF x 10' WIDTH
MINIMUM 6' HIGH VEGETATIVE SCREENING
(LANDSCAPING PROPOSED ON LOT 1 BASED ON LOT LINE LOCATION WITHIN PARKING LOT)

PARKING AREA INTERIOR LANDSCAPING (SECTION 07.17.03.06)

PARKING STALLS = 739
INTERIOR LANDSCAPING REQUIRED (10 SF / PARKING STALL) = 7,390 SF
INTERIOR LANDSCAPING PROVIDED = 22,012 SF

PARKING AREA PERIMETER LANDSCAPING (SECTION 07.17.03.07)

PARKING LOT STREET FRONTAGE = 1,102
TREES REQUIRED (1 TREE / 40 LF STREET FRONTAGE) = 27 TREES
TREES PROVIDED = 27

PARKING AREA SCREENING (SECTION 07.17.04.01)

PARKING LOT SCREENING = 1,437 LF
MINIMUM 3' HIGH VEGETATIVE SCREENING

LANDSCAPE NOTES

ALL TURF LAWN AREAS AND MULCHED PLANTING BED AREAS TO BE IRRIGATED PER CITY OF LA VISTA ZONING ORDINANCE SECTION 5.17.05.03

LAMP RYNEARSON

14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

0 100 200

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

PLANNED UNIT DEVELOPMENT LANDSCAPE EXHIBIT

STRECK, INC. (HARRISON HILLS FACILITY)
LAVISTA, NEBRASKA

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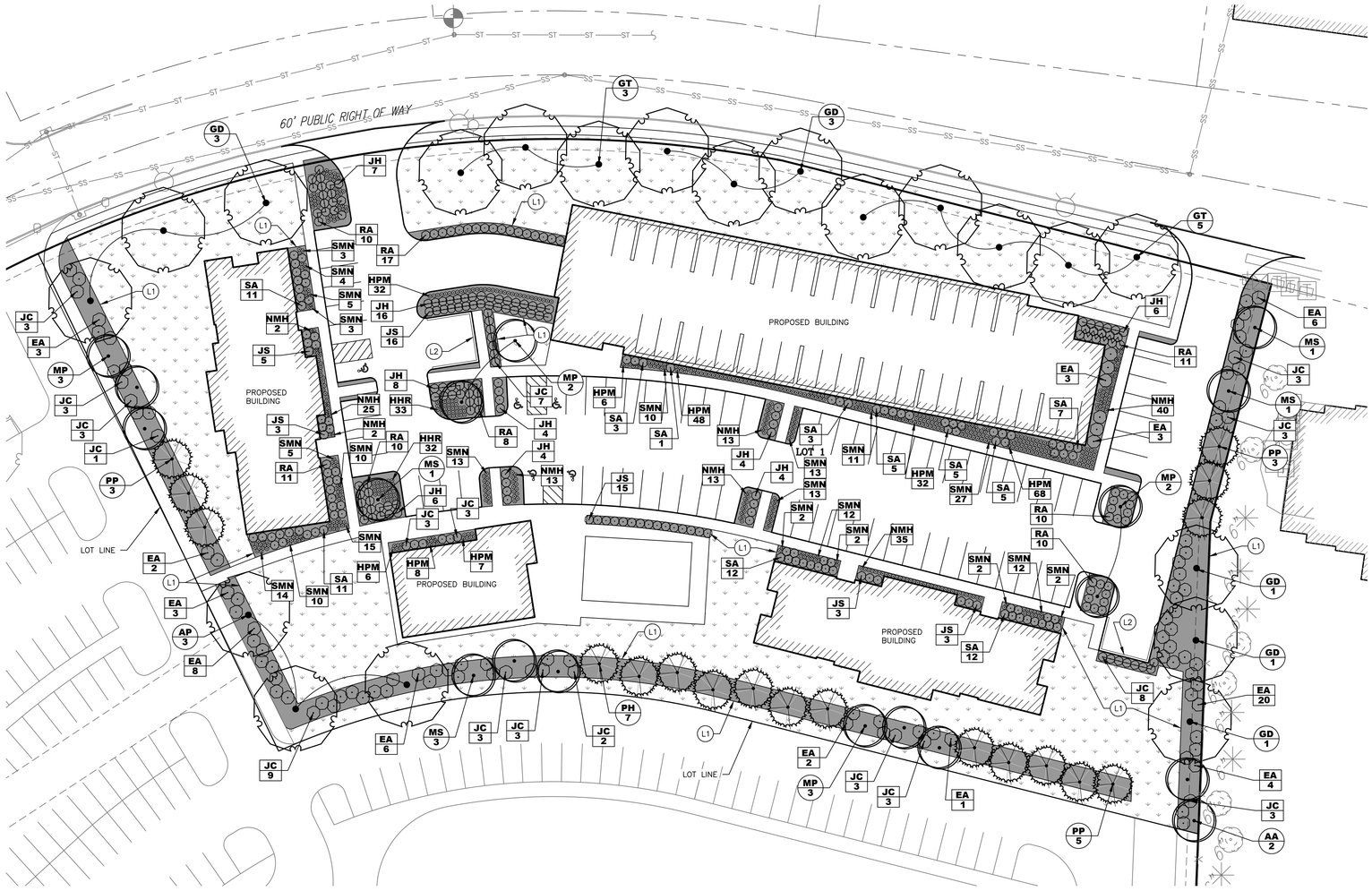
REVISIONS

DESIGNER / DRAFTER
M. SHARP / J. DENNELL
DATE

PROJECT NUMBER
0118087.01
BOOK AND PAGE

SHEET
1 OF 1

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PLANT SCHEDULE

CODE	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
DECIDUOUS TREES					
AR	ACER RUBRUM 'MAGNIFICENT MAGENTA'	BURGUNDY BELLE RED MAPLE	2.5" CAL.	30–50	20–30
GT	GLEDITSIA TRIACANTHOS VAR. INERMIS 'HALKA'	HALKA HONEYLOCUST	2.5" CAL.	30–50	20–30
CO	CELTIS OCCIDENTALIS 'PRAIRIE PRIDE'	PRAIRIE PRIDE HACKBERRY	2.5" CAL.	30–50	20–30
QV	QUERCUS VIRGINIANA	HERITAGE OAK	2.5" CAL.	30–50	20–30
AP	ACER PLATANOIDES	NORWAY MAPLE	2.5" CAL.	30–50	20–30
GD	GYMNOCLADUS DIOICUS ESPRESSO	KENTUCKY COFFEE	2.5" CAL.	30–50	20–30
AA	AMELANCHIER ARBOREA 'CLUMP FORM'	DOWNY SERVICEBERRY	2.5" CAL.	15–25	15–25
MP	MALUS PRAIRIFIRE	PRAIRIE FIRE CRABAPPLE	2.5" CAL.	15–25	15–25
MS	MALUS SNOWDRIFT	SNOW DRIFT CRABAPPLE	2.5" CAL.	15–25	15–25
CONIFEROUS TREES					
PH	PINUS HELDREICHII	BOSNIAN PINE	6' HIGH	30–40	20–30
PP	PICEA PUNGENS	COLORADO BLUE SPRUCE	6' HIGH	30–40	20–30

SHRUBS, GROUND COVERS, PERENNIALS, AND ORNAMENTAL GRASSES

CODE	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
RA	RHUS AROMATICA 'GRO–LOW'	GRO–LOW FRAGRANT SUMAC	5 GAL.	2–3	3–5
SA	SPIREA ALBIFLORA	JAPANESE WHITE SPIREA	5 FAL.	3–4	3–5
EA	EUONYMUS ALATUS	BURNING BUSH	5 GAL.	4–6	4–6
JS	JUNIPERUS SABINA 'TAMARISCIFOLIA'	GREEN TAM JUNIPER	5 GAL.	2–4	2–4
JC	JUNIPERUS CHINENSIS 'SEA GREEN'	SEA GREEN JUNIPER	5 GAL.	4–6	2–4
JH	JUNIPERUS HORIZONTALIS	CREEPING JUNIPER	5 GAL.	1–2	5–8
HPM	HEMEROCALLIS 'PARDON ME'	PARDON ME DAYLILY	1 GAL.	1–2	1–2
HHR	HEMEROCALLIS 'HAPPY RETURNS'	HAPPY RETURNS DAYLILY	1 GAL.	1–2	1–2
NMH	NARCISSUS SP. 'MOUNT HOOD'	MOUNT HOOD DAFFODIL	1 GAL.	1–2	1–2
SMN	SALVIA NEMOROSA 'MAY NIGHT'	MAY NIGHT SALVIA	1 GAL.	1–2	1–2

SURFACE RESTORATION SCHEDULE

IRRIGATED LAWN SOD AREA – RTF (RHIZOMATOUS TALL FESCUE) SOD BY CERTIFIED RTF SOD GROWER AS PRODUCED BY MEMBERS OF THE RTF TURF PRODUCERS ASSOCIATION (U.S. PATENT NO.6,677,507). INSTALL PER SUPPLIER'S SPECIFICATIONS. REMOVE NETTING PRIOR TO INSTALLATION. SEE SOD NOTES, THIS SHEET. ALL AREAS RECEIVING SOD SHALL HAVE SCARIFIED SOILS, SEE SCARIFIED AND CONDITIONED SOIL NOTES, THIS SHEET.

IRRIGATED PLANTER BEDS WITH TRIPLE SHREDDED HARDWOOD MULCH – CONSTRUCT PLANTING BEDS WITH TRIPLE SHREDDED HARDWOOD MULCH AT CONSISTENT DEPTH THROUGHOUT BED (2" MINIMUM – 3" MAXIMUM DEPTH). ALL PLANTER BEDS SHALL HAVE SCARIFIED AND CONDITIONED SOILS, SEE SCARIFIED AND CONDITIONED SOIL NOTES, THIS SHEET.

LANDSCAPE REQUIREMENTS

LOT 1

STREET FRONTAGE (SECTION 07.17.03.02) – EMILINE STREET

EMILINE STREET FRONTAGE 591' – ACCESS DRIVES 65' = 526'
TREES REQUIRED (1 TREE / 40 LF FRONTAGE) 526' / 40' = 13 TREES
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SIDE YARD (SECTION 07.17.03.03) – EAST PROPERTY LINE ABUTTING RESIDENTIAL

261 LF x 10' WIDTH
MINIMUM 6' HIGH VEGETATIVE SCREENING

PARKING AREA INTERIOR LANDSCAPING (SECTION 07.17.03.06)

PARKING STALLS = 79
INTERIOR LANDSCAPING REQUIRED (10 SF / PARKING STALL) = 790 SF
INTERIOR LANDSCAPING PROVIDED = 3,767 SF

PARKING AREA PERIMETER LANDSCAPING (SECTION 07.17.03.07)

PARKING LOT STREET FRONTAGE = 94 LF
TREES REQUIRED (1 TREE / 40 LF STREET FRONTAGE) = 2 TREES
TREES PROVIDED = 2

PARKING AREA SCREENING (SECTION 07.17.04.01)

PARKING LOT SCREENING = 94 LF
MINIMUM 3' HIGH VEGETATIVE SCREENING

LANDSCAPE KEYNOTES

L1 CONSTRUCT EDGING BETWEEN LAWN AND MULCHED PLANTER BED AREAS. EDGING SHALL BE "SURE–EDGE" BY SURE–LOC, 3/16" x 5.5", ALUMINUM, BLACK ANODIZED, WITH 18" DEPTH STAKES, OR APPROVED EQUAL. SEE WWW.SURELOCEDGING.COM FOR MORE INFORMATION.

L2 TRASH ENCLOSURE SCREENED BY ARCHITECTURAL MASONRY WALL. SEE ARCHITECTURAL PLANS FOR MORE INFORMATION

WARRANTY:

THE CONTRACTOR SHALL WARRANTY PLANT MATERIALS FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF SUBSTANTIAL COMPLETION, AGAINST DEFECTS INCLUDING DEATH AND UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM ABUSE OR DAMAGE BY OTHERS, OR UNUSUAL PHENOMENA OR INCIDENTS WHICH ARE BEYOND THE CONTROL OF THE CONTRACTOR. WARRANTY COVERS A MAXIMUM OF ONE REPLACEMENT PER ITEM.

CONTRACTOR QUALIFICATIONS

1. THE CONTRACTOR SHALL BE CERTIFIED AND HAVE AT LEAST 3 YEARS OF LANDSCAPING EXPERIENCE INSTALLING SIMILAR TYPES OF PROJECTS.

SUBMITTALS

1. THE CONTRACTOR SHALL PLANT TREES THAT HAVE BEEN GROWN FROM A SEED SOURCE IN USDA COLD HARDINESS ZONE 5 OR NORTHERLY. A CERTIFICATE OF ORIGIN MUST BE SUBMITTED FOR EACH SPECIES OF TREE THAT IS TO BE PLANTED. THE CONTRACTOR SHALL ALSO SUBMIT THEIR LANDSCAPING PLAN PRIOR TO STARTING WORK IF IT VARIES FROM THE BID PLAN.
2. SUBMIT SAMPLE OF TRIPLE SHREDDED HARDWOOD MULCH TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO ORDERING AND CONSTRUCTING ONSITE.
3. SUBMIT SAMPLE OF EDGING TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO ORDERING AND CONSTRUCTING ONSITE.
4. SUBMIT SOURCE OF SOD. SOD SHALL BE FIRST–CLASS REPRESENTATION OF NORMAL SPECIES AND VARIETIES OF BLUEGRASS OR TURF–TYPE TALL FESCUE. SOD SHALL BE FREE OF NOXIOUS WEEDS AND RELATIVELY FREE OF ALL OTHER WEEDS.
5. SEED ORIGINS SHALL BE STATE OF NEBRASKA OR ADJOINING STATES. SUBMIT SEED TAG THAT DESCRIBES THE VARIETY, ORIGIN, AND ANALYSIS OF THE SEED. ALL SEED MUST COMPLY WITH APPLICABLE LOCAL, STATE, AND FEDERAL SEED LAWS.

IRRIGATION NOTE

ALL TURF LAWN AREAS AND MULCHED PLANTING BED AREAS TO BE IRRIGATED PER CITY OF LA VISTA ZONING ORDINANCE SECTION 5.17.05.03, SEE SHEET 2 OF 2 FOR IRRIGATION INFORMATION.

GENERAL NOTES

1. CONTRACTOR TO VERIFY LOCATION OF ALL PROPOSED AND EXISTING VAULTS, ELECTRICAL DUCT BANKS, MANHOLES, CONDUIT AND PIPING, DRAINAGE STRUCTURES AND OTHER UTILITIES PRIOR TO COMMENCING WORK.
2. CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY PROPOSED LANDSCAPE IMPROVEMENTS WHEN CONFLICTS EXIST BETWEEN LANDSCAPE IMPROVEMENTS AND EXISTING OR PROPOSED UTILITIES OR SITE FEATURES SUCH AS WALKS, ROADS, BUILDINGS OR EXISTING TREES TO REMAIN.
3. VERIFY LOCATION OF ALL BUILDINGS, WALLS, ROADS AND CURBS AFFECTING LANDSCAPE SCOPE OF WORK WITH ARCHITECTS AND CONTRACTOR ENGINEER'S DRAWINGS.
4. ALL WORK PERFORMED WITHIN THE DRIP LINE OF TREES DESIGNATED "EXISTING TREES TO REMAIN" SHALL BE HAND LABOR.
5. REFERENCE TO NORTH REFERS TO TRUE NORTH, REFERENCE TO SCALE IS FOR FULL–SIZED DRAWINGS ONLY. DO NOT SCALE FROM REDUCED DRAWINGS.
6. DIMENSIONS TAKE PRECEDENCE OVER SCALES SHOWN ON DRAWINGS.
7. WHERE NOT SHOWN ON THE PLANTING PLANS, SEE CONTRACTOR ENGINEER'S AND ARCHITECT'S DRAWINGS FOR BUILDING FOUNDATIONS SETBACKS, BOUNDARIES, SUBSURFACE AND ABOVE GRADE UTILITIES.

TREE PLANTING NOTES

1. PROVIDE MATCHING SIZES AND FORMS FOR EACH SPECIES OF TREE INSTALLED ON GRID OR SPACED EQUALLY IN ROWS AS SHOWN ON DRAWINGS. ALIGN TREES ACROSS WALKS. ADJUST SPACING AS NECESSARY, SUBJECT TO REVIEW BY THE LANDSCAPE ARCHITECT.
2. FORM A MINIMUM 30 INCH WATERING BASIN AROUND ALL TREES NOT INSTALLED IN LAWN OR PAVED AREAS. FILL BASIN WITH TRIPLE SHREDDED HARDWOOD MULCH PER TREE PLANTING DETAILS, SHEET 2 OF 2.
3. REPLACEMENT OF UNACCEPTABLE PLANT MATERIAL: THE CONTRACTOR'S RESPONSIBILITY FOR REPLACEMENT OF UNACCEPTABLE PLANT MATERIAL SHALL EXTEND FOR TWO (2) YEARS AFTER ALL PLANT MATERIAL IS ACCEPTED BY THE ENGINEER.
4. MULCH: THE CONTRACTOR SHALL PLACE TRIPLE SHREDDED HARDWOOD MULCH IN A CONSISTENT THICKNESS AS NOTED IN THE PLANTING DETAILS. ANY MULCH PLACED IN EXCESS OF THE REQUIREMENTS SHALL BE AT THE CONTRACTORS EXPENSE. CHIPS OR BARK MULCH ARE NOT ALLOWED.

PLANTING NOTES

1. INSTALL ALL TREES A MINIMUM OF FOUR (4) FEET FROM BACK OF CURB, EDGE OF WALL OR PAVING.
2. THE LOCATION OF ALL TREES SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO FINAL INSTALLATION.
3. PLANT NAMES ARE ABBREVIATED ON THE DRAWINGS. SEE PLANT LIST FOR KEY AND CLASSIFICATION.
4. PLACE A 2" MINIMUM AND 3" MAXIMUM DEPTH LAYER OF TRIPLE SHREDDED HARDWOOD MULCH ON ALL PLANTING AREAS EXCEPT LAWN, SUBMIT SAMPLE TO LANDSCAPE ARCHITECT FOR APPROVAL.
5. LOCATION OF ALL PLANTING IS DIAGRAMMATIC. DO NOT WILLFULLY LOCATE PLANTINGS WHERE CONFLICTS EXIST WITH UTILITIES OR THE BUILDING.
6. EXISTING AND IMPORTED SOIL FOR PLANTING AREAS SHALL BE FREE FROM CHEMICALS, CONSTRUCTION DEBRIS AND TRASH, ROCKS AND OTHER MATERIAL LARGER THAN ONE INCH IN DIAMETER.
7. STEEL EDGING PLACEMENT SHALL BE REVIEWED BY LANDSCAPE ARCHITECT PRIOR TO FINAL INSTALLATION. PROVIDE AN ALLOWANCE OF 5 PERCENT OF THE TOTAL LINEAL FOOTAGE OF EDGING TO BE CONSTRUCTED DURING THE PROGRESS OF WORK, AS MAY BE DIRECTED BY THE LANDSCAPE ARCHITECT, IN ADDITION TO ALL EDGING INDICATED ON THE DRAWINGS.
8. APPLY GRANULAR PRE–EMERGENT WEED CONTROL TO AREAS TO RECEIVE SHRUBS, GROUNDCOVERS, AND NON–LAWN ORNAMENTAL PLANTING AFTER INCORPORATING SOIL AMENDMENTS. THE CONTRACTOR SHALL PLACE SHREDDED HARDWOOD MULCH AT ALL LANDSCAPED ISLANDS NOT RECEIVING SOD.
9. PLANT QUANTITIES ARE SHOWN FOR THE CONVENIENCE TO THE CONTRACTOR. IF THERE ARE DISCREPANCIES BETWEEN THE PLAN AND NOTES, THE PLANS SHALL GOVERN.
10. ALL PLANTED AREAS TO BE AMENDED PER AN AGRICULTURAL/SOIL SUITABILITY TEST, PAID FOR BY OWNER. FOR BID PURPOSES CONTRACTOR SHALL ESTIMATE SPREADING SOIL AMENDMENT AT THE RATE OF 6 CUBIC YARDS PER 1,000 SQUARE FEET. TILL INTO THE TOP OF SOIL TO A MINIMUM DEPTH OF 6". RAKE TO A SMOOTH, EVEN SURFACE PER THE GRADING PLANS.

SEED AND SOD NOTES

1. SOD SHALL BE A FIRST–CLASS REPRESENTATION OF SPECIFIED SPECIES. SOD SHALL RECEIVE FERTILIZER AT THE RATE OF 9 POUNDS NITROGEN (N2) AND 24 POUNDS PHOSPHORIC ACID (P205) PER 1000 SQUARE YARDS AND IN ACCORDANCE WITH THE CITY OF OMAHA "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION," 2014 EDITION AND ANY CURRENT REVISION OR AMENDMENTS THERETO SHALL APPLY.
2. MAINTENANCE: BEGIN MAINTENANCE OF ALL SOD AND SEED AREAS IMMEDIATELY FOLLOWING INSTALLATION. MAINTENANCE TO INCLUDE WATERING, WEEDING, AND MOWING. MOW WHEN TURF HAS GROWN TO A HEIGHT BETWEEN 3 AND 4 INCHES. MOW TO A HEIGHT OF 2 TO 2–1/2 INCHES. REMOVE AND REPLACE SODDED AREAS THAT FAIL TO SURVIVE. MAINTENANCE PERIOD TO BE 30 DAYS. CONTRACTOR TO NOTIFY OWNER ONE WEEK PRIOR OF THE CONCLUSION OF THE MAINTENANCE PERIOD.
3. LAWN AND TURF SEED, WHETHER IRRIGATED OR NON–IRRIGATED, SHALL BE INTERAGENCY BLUETAG CERTIFIED AND SHALL HAVE A MINIMUM GERMINATION RATE OF NINETY (90) PERCENT AND A PURITY OF NINETY–EIGHT (98) PERCENT, SEE SURFACE RESTORATION SCHEDULE.
4. ALL SEEDED AREAS SHALL RECEIVE FERTILIZER AND EROSION CONTROL MATTING CONFORMING TO THE REQUIREMENTS OF THE CITY OF OMAHA STANDARD SPECIFICATIONS FOR PUBLIC WORKS, SEE SURFACE RESTORATION SCHEDULE.
5. RESEEDING AND/OR RESODDING FOR DISTURBED AREAS OUTSIDE OF CONSTRUCTION LIMITS: THE CONTRACTOR WILL RESEED AND/OR RESOD ALL AREAS DISTURBED DURING THE COURSE OF CONSTRUCTION. THIS ITEM WILL NOT BE PAID FOR SEPARATELY, BUT WILL BE CONSIDERED INCIDENTAL TO THE PLANTING OF NEW VEGETATION.

SCARIFIED AND CONDITIONED SOIL NOTES

1. ALL NON–PAVED AND NON–BUILDING DISTURBED AREAS SHALL BE SCARIFIED BY COMPLETELY BREAKING UP THE SOIL TO A MINIMUM DEPTH OF 12".
2. TILL AND CONDITION TOP 6" OF ALL MULCHED PLANTING BEDS.
3. USE AN ORGANIC COMPOST MEETING THE REQUIREMENTS SPECIFIED BELOW.
4. A THREE INCH DEEP LAYER OF COMPOST SHALL BE PLACED ON TOP OF ALL PLANTING BEDS.
5. THE COMPOST SHALL BE TILLED INTO THE EXISTING SOIL TO A DEPTH OF SIX INCHES.

COMPOST

USE A COMPOST MEETING THE REQUIREMENTS OF THIS SECTION. MATERIAL SHALL BE WELL COMPOSTED, FREE OF WEED SEEDS AND STABILIZED WITH REGARD TO OXYGEN CONSUMPTION AND CARBON DIOXIDE GENERATION. COMPOST SHALL HAVE A MOISTURE CONTENT THAT HAS NO VISIABLE FREE WATER OR DUST PRODUCED WHEN HANDLING THE MATERIAL. ONE HUNDRED PERCENT OF THE MATERIAL MUST PASS THROUGH A HALF INCH SCREEN. MANUFACTURED INERT MATERIAL SHALL BE LESS THAN 1.0% BY WEIGHT.

	MIN.	MAX.
ORGANIC MATTER CONTENT	35%	65%
C/N RATIO	–	25:1
PH	6.0	8.0
BULK DENSITY (LBS/CF)	40	50

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14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

0 30 60

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PLANTING PLAN

STRECK, INC. (HARRISON HILLS FACILITY)
CITY OF LA VISTA, SARPY COUNTY, NEBRASKA

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REVISIONS

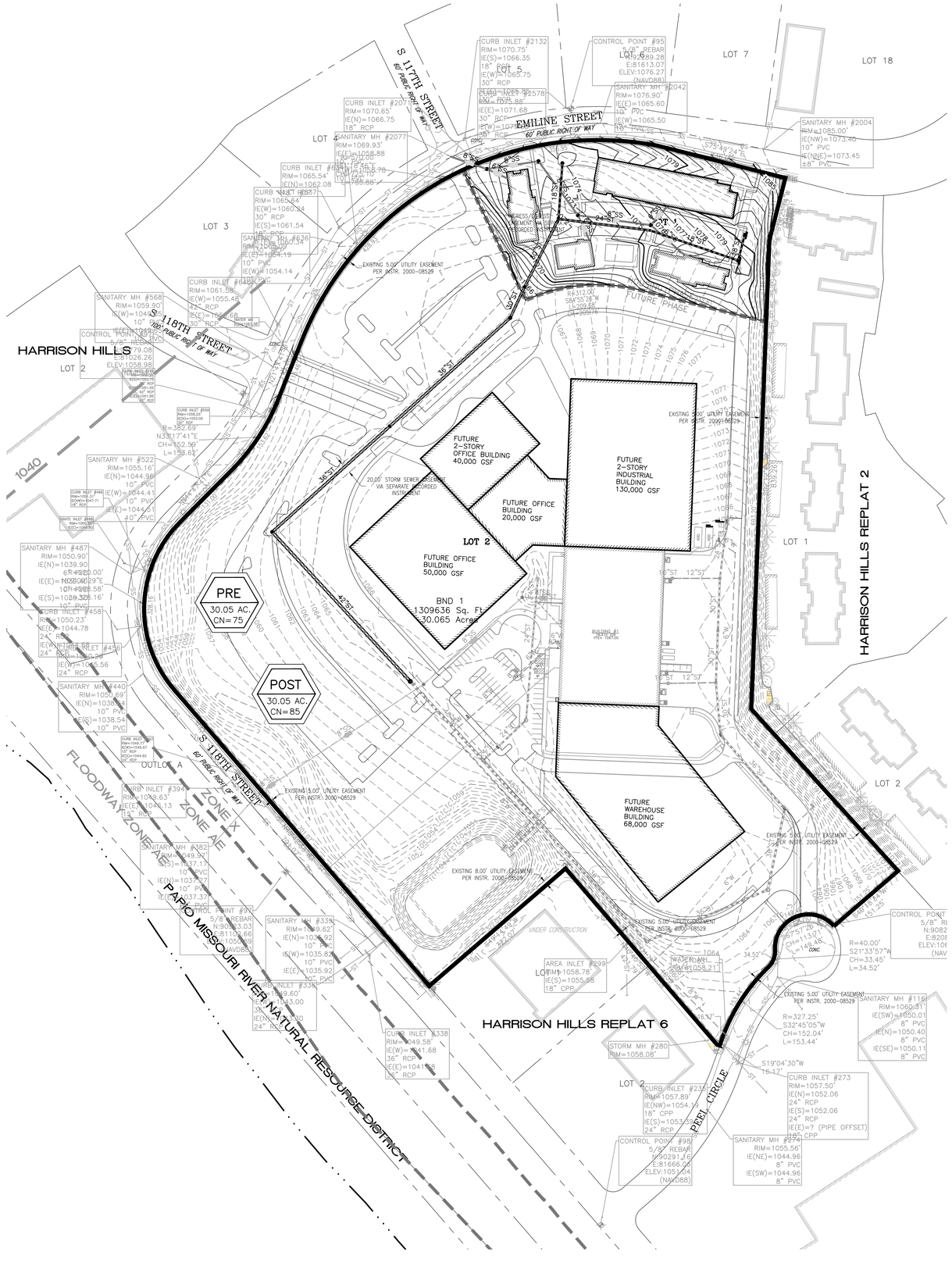
DESIGNER / DRAFTER
M. SHARP / J. DENNELL
DATE

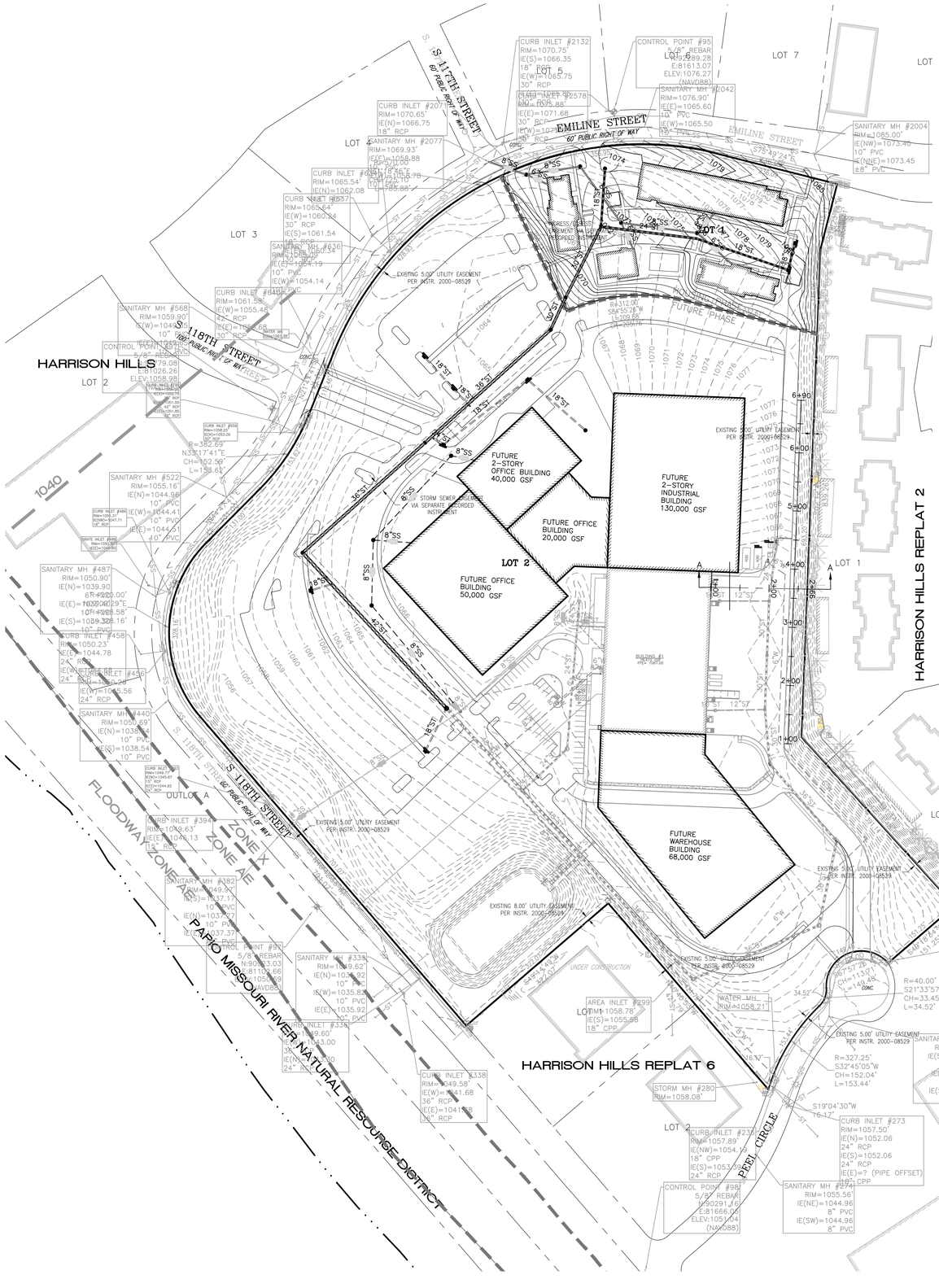
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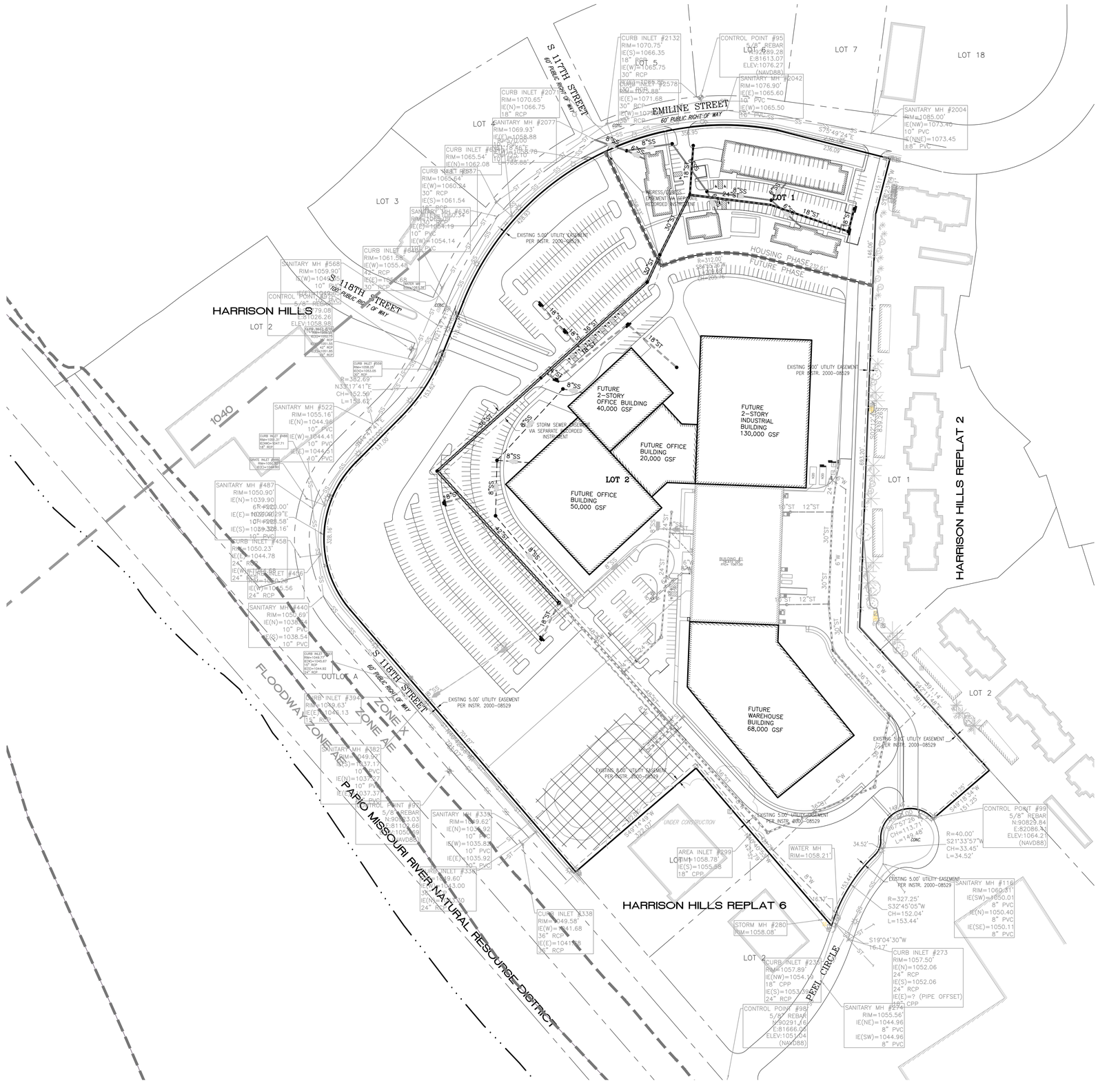
SHEET
1 OF 2

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S 117TH STREET
60' PUBLIC RIGHT OF WAY
EMILINE STREET
60' PUBLIC RIGHT OF WAY
S 118TH STREET
100' PUBLIC RIGHT OF WAY
S 118TH STREET
60' PUBLIC RIGHT OF WAY
HARRISON HILLS
LOT 2
LOT 3
LOT 4
LOT 5
LOT 7
LOT 18
LOT 1
LOT 2
OUTLOT A
HARRISON HILLS REPLAT 2
HARRISON HILLS REPLAT 6
PRE
30.05 AC.
CN=75
POST
30.05 AC.
CN=85
BND 1
1309636 Sq. Ft.
30.065 Acres
FUTURE 2-STORY OFFICE BUILDING 40,000 GSF
FUTURE OFFICE BUILDING 20,000 GSF
FUTURE OFFICE BUILDING 50,000 GSF
FUTURE 2-STORY INDUSTRIAL BUILDING 130,000 GSF
FUTURE WAREHOUSE BUILDING 68,000 GSF
FUTURE PHASE
EXISTING 5.00' UTILITY EASEMENT PER INSTR. 2000-08529
EXISTING 8.00' UTILITY EASEMENT PER INSTR. 2000-08529
20.00' STORM SEWER EASEMENT VIA SEPARATE RECORDED INSTRUMENT
ACCESS/UTILITY EASEMENT VIA SEPARATE RECORDED INSTRUMENT
FLOODWAY ZONE AE
ZONE X
ZONE AE
PAPIO MISSOURI RIVER NATURAL RESOURCE DISTRICT
UNDER CONSTRUCTION
PEARL CIRCLE
CONTROL POINT #95
5/8" REBAR
E:816130.07
ELEV:1076.27
(NAVD88)
CONTROL POINT #97
5/8" REBAR
E:815026.26
ELEV:1058.98
(NAVD88)
CONTROL POINT #96
5/8" REBAR
E:815110.66
ELEV:1055.88
(NAVD88)
CONTROL POINT #94
5/8" REBAR
E:816666.00
ELEV:1054.14
(NAVD88)
SANITARY MH #2042
SANITARY MH #2004
SANITARY MH #2077
SANITARY MH #636
SANITARY MH #568
SANITARY MH #522
SANITARY MH #487
SANITARY MH #440
SANITARY MH #382
SANITARY MH #338
SANITARY MH #274
SANITARY MH #116
CURB INLET #2132
CURB INLET #2078
CURB INLET #2078
CURB INLET #2078
CURB INLET #2078
CURB INLET #2078
CURB INLET #458
CURB INLET #446
CURB INLET #394
CURB INLET #338
CURB INLET #273
CURB INLET #235
AREA INLET #299
STORM MH #280
WATER MH
GRATE INLET #446
GRATE INLET #446
GRATE INLET #446


S. 117TH STREET
60' PUBLIC RIGHT OF WAY
EMILINE STREET
60' PUBLIC RIGHT OF WAY
S. 116TH STREET
100' PUBLIC RIGHT OF WAY
HARRISON HILLS
LOT 2
LOT 3
LOT 4
LOT 5
LOT 7
LOT 1
FUTURE 2-STORY OFFICE BUILDING 40,000 GSF
FUTURE OFFICE BUILDING 20,000 GSF
FUTURE OFFICE BUILDING 50,000 GSF
FUTURE 2-STORY INDUSTRIAL BUILDING 130,000 GSF
FUTURE WAREHOUSE BUILDING 68,000 GSF
FUTURE PHASE
HARRISON HILLS REPLAT 6
HARRISON HILLS REPLAT 2
OUTLOT A
PAPIO MISSOURI RIVER NATURAL RESOURCE DISTRICT
FLOODWAY
ZONE AE
ZONE X
ZONE AE
PEEL CIRCLE
EXISTING 5.00' UTILITY EASEMENT PER INSTR. 2000-08529
EXISTING 8.00' UTILITY EASEMENT PER INSTR. 2000-08529
EXISTING 6.00' UTILITY EASEMENT PER INSTR. 2000-08529
EXISTING 15.00' UTILITY EASEMENT PER INSTR. 2000-08529
EXISTING 5.00' UTILITY EASEMENT PER INSTR. 2000-08529
EXISTING 5.00' UTILITY EASEMENT PER INSTR. 2000-08529
EXISTING 8.00' UTILITY EASEMENT PER INSTR. 2000-08529
EXISTING 5



LEGEND

- PROPERTY LINE
- SANITARY SEWER
- STORM SEWER
- FIBER OPTIC
- GAS
- WATER
- UNDERGROUND POWER
- OVERHEAD POWER
- TELEPHONE
- CABLE TELEVISION
- MANHOLE
- CURB INLET
- GRATE INLET
- HOODED GRATE INLET
- HYDRANT
- LIGHT POLE
- PROPOSED CONTOUR
- EXISTING CONTOUR
- RETAINING WALL
- PHASE 1 PC CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER
- PHASE 1 PC CONCRETE SIDEWALK
- BUILDING
- PARKING STALL COUNT
- PHASE LINE
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED MANHOLE
- PROPOSED F.E.S.
- PROPOSED CURB INLET (BY OTHERS)
- PROPOSED BASIN
- FUTURE STORM SEWER
- FUTURE SANITARY SEWER
- FUTURE PC CONCRETE SIDEWALK
- FUTURE PC CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER

LAMP RYNEARSON

14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

0 100 200

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

PLANNED UNIT DEVELOPMENT
UTILITY EXHIBIT

STRECK, INC. (HARRISON HILLS FACILITY)
LAVISTA, NEBRASKA

811 Know what's **below.** **Call** before you dig.

ALL UTILITIES ARE SHOWN BASED ON THE INFORMATION AVAILABLE TO THE ENGINEER. THE CONTRACTOR SHALL VERIFY ALL FACILITIES ARE SHOWN OR THAT THE LOCATION, DEPTH, AND SIZE OF EACH FACILITY IS CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES AND SERVICE LINES PRIOR TO CONSTRUCTION.

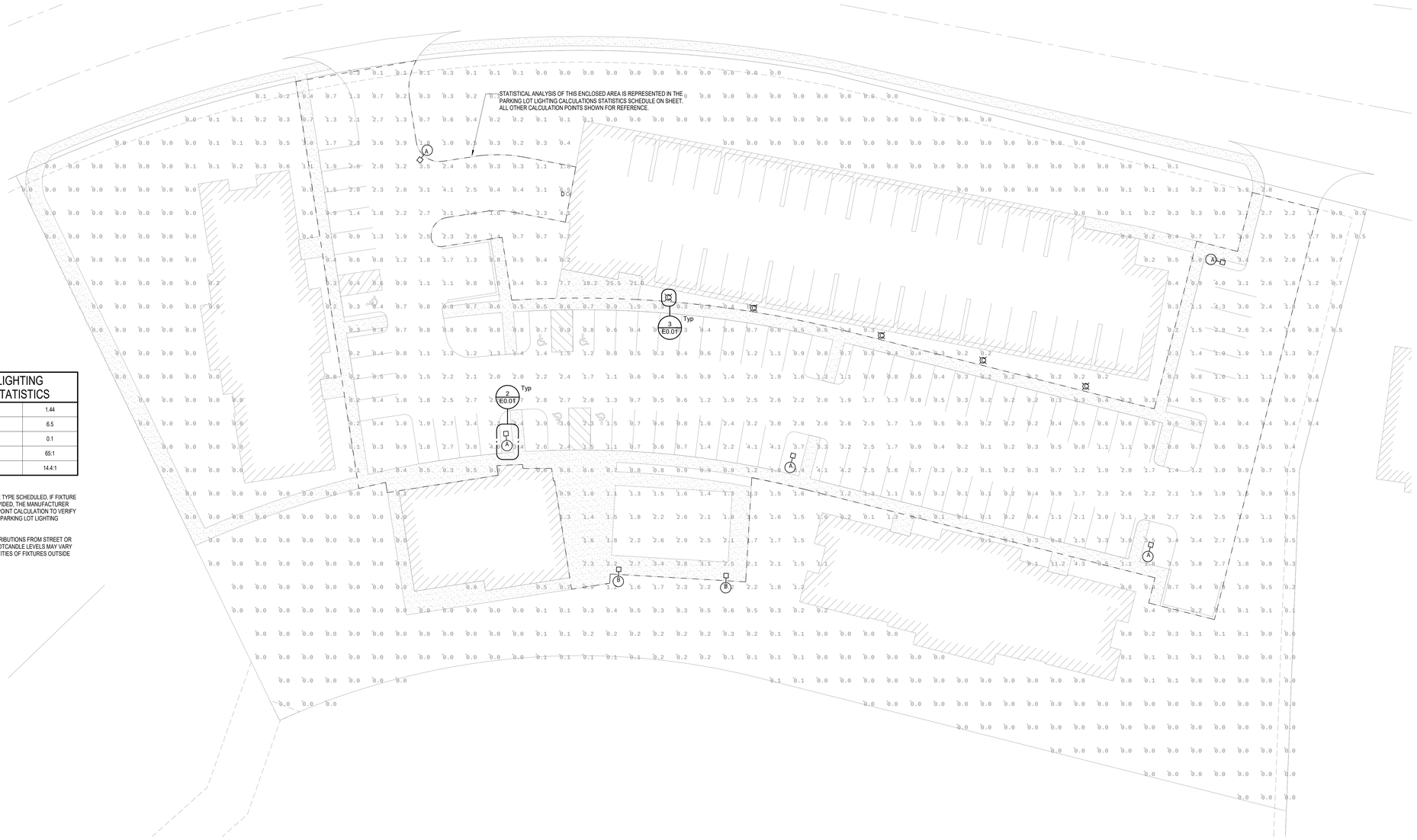
REVISIONS

DESIGNER / DRAFTER
THOMAS GLIDEWELL
DATE

PROJECT NUMBER
0118087.01
BOOK AND PAGE

SHEET
1 OF 1

L:\Engineering\0118087 Streck Labs\DRAWINGS\Exhibit\0118087-PH2-UTILITY EXHIBIT.mxd, 3/4/2021 12:55:31 PM, BRENDAN.FINDALL, LAMP RYNEARSON



1 E0.01 Electrical Site Plan

0' 10' 20' 30' 40'

PARKING LOT LIGHTING CALCULATION STATISTICS

AVERAGE FOOTCANDLES	1.44
MAXIMUM FOOTCANDLES	6.5
MINIMUM FOOTCANDLES	0.1
MAXIMUM TO MINIMUM RATIO	65:1
AVERAGE TO MINIMUM RATIO	14.4:1

NOTES:

1. CALCULATIONS ARE BASED ON FIXTURE TYPE SCHEDULED, IF FIXTURE OTHER THAN THOSE SPECIFIED IS PROVIDED, THE MANUFACTURER SHALL PROVIDE A DETAILED POINT-BY-POINT CALCULATION TO VERIFY COMPLIANCE WITH LOCAL STREET AND PARKING LOT LIGHTING GUIDELINES.
2. CALCULATIONS DO NOT INCLUDE CONTRIBUTIONS FROM STREET OR EXISTING LIGHT FIXTURES. ACTUAL FOOTCANDLE LEVELS MAY VARY DEPENDING ON LOCATIONS AND QUANTITIES OF FIXTURES OUTSIDE OF PROPERTY LINE.

SITE LIGHTING SCHEDULE

MARK	DESCRIPTION	MANUFACTURER	CATALOG NUMBER	BEAM DIST.	LIGHT SOURCE SPEC.	CCT	TYPE	ELECTRICAL LOAD	VOLTS	FINISH	QTY. PER POLE	POLE SPEC. TYPE	POLE SPEC. HEIGHT	ACCEPTABLE MANUFACTURERS	REMARKS
A	AREA LIGHT - TYPE 4 - SINGLE HEAD	HUBBELL	UCL2 SR FLR 72L 700 4K7 4W DBS XX CL SLC UNV	IV	19,000 LM	4000K	LED	160 W	120 V	DBS	1		20' - 0"	NOTE 1	
B	AREA LIGHT - TYPE 4 - SINGLE HEAD	HUBBELL	UCL2 SR FLR 72L 335 4K7 4W DBS XX CL SLC UNV	IV	9,831 LM	4000K	LED	76 W	120 V	DBS	1		20' - 0"	NOTE 1	
C	BOLLARD	HUBBELL	CB12 R 36-CO-FLAT 36LED-WW XX XX XX	X	1,000 LM	4000K	LED	42 W	120 V		-	-		NOTE 1	
D	LED WALLPACK	LITHONIA	WDGE2 LED P3 40K 80CRI VW MVOLT XX	VW	3,000 LM	4000K	LED	23 W	120 V		-	-		NOTE 1	

GENERAL REQUIREMENTS:

A. CONTRACTOR SHALL VERIFY CATALOG NUMBERS AND INSTALLATION REQUIREMENTS PRIOR TO ORDERING. NOTIFY ENGINEER OF ANY CONFLICTS WITH PROPOSED INSTALLATION.

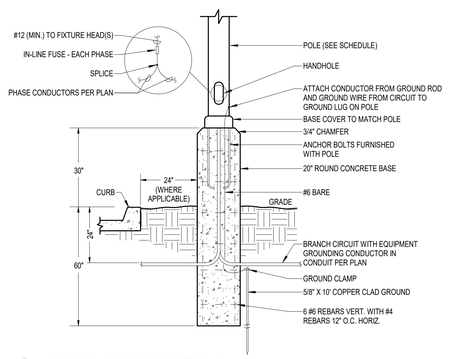
B. POLE TYPE DESCRIPTION: SSS = SQUARE STRAIGHT STEEL STS = SQUARE TAPERED STEEL RSS = ROUND STRAIGHT STEEL RTS = ROUND TAPERED STEEL SSA = SQUARE STRAIGHT ALUMINUM STS = SQUARE TAPERED STEEL RSA = ROUND STRAIGHT ALUMINUM RTA = ROUND TAPERED ALUMINUM

C. PROVIDE EACH POLE WITH MATCHING METAL BASE COVER AND FACTORY-INSTALLED INTERNAL VIBRATION DAMPENERS FOR ALL POLES 25 FEET AND HIGHER.

D. PROVIDE POLES AND BASE COVER WITH 3MM POWDER COATED FINISH TO MATCH LUMINAIRE OVER EPOXY PRIME COAT (VALMONT V-PRO 30 OR EQUAL).

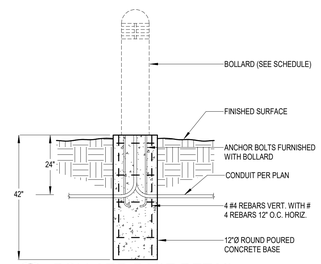
SITE LIGHTING SCHEDULE NOTES:

1. LUMINAIRE SHALL BE CONSIDERED EQUAL AS MANUFACTURED BY: ACUITY BRANDS, HUBBELL, COOPER, OR PHILIPS LIGHTING.



2 E0.01 30" POLE BASE DETAIL

NOT TO SCALE



3 E0.01 BOLLARD BASE DETAIL

NOT TO SCALE

MEI PROJECT NO: 21023

morrissey engineering inc
mechanical | electrical | lighting | technology | commissioning
4940 North 118th Street
Omaha, NE 68164
P: 402.491.4144
www.morrisseyengineering.com

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note:
do not scale drawings. verify all dimensions and clearances from architectural, structural, shop and other appropriate drawings or at site. lay out and coordinate all work prior to installation to provide clearances required for operation, maintenance, and codes and verify non-interference with other work. do not fabricate prior to verification of clearance for all trades.

PRELIMINARY NOT FOR CONSTRUCTION

Issue Date

AGENCY APPROVAL

No.	Description	Date

Owner

ELECTRICAL SITE PLAN

HBA HOLLAND BASHAM ARCHITECTS
119 SOUTH 49TH AVENUE
OMAHA, NEBRASKA 68132
(402)551-0800

PROJECT: 21023

DATE: Issue Date

© COPYRIGHT 2020

SHEET: E0.01

BIM 360://20084 Burlington Capital - Streck Housing/21023_Streck Housing_MEI_R21.rvt

3/8/2021 1:51:22 PM

ITEM E

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 16, 2021 AGENDA

Subject:	Type:	Submitted By:
CONDITIONAL USE PERMIT – WORKFORCE HOUSING – PORTION OF LOT 1 HARRISON HILLS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and resolution prepared to consider an application for a Conditional Use Permit to construct and operate a multiple family dwelling complex (apartments) on a portion of Lot 1 Harrison Hills for the purpose of developing 84 units of workforce housing, generally located south of the intersection of S. 117th Street and Emiline Street.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

On December 15, 2020 City Council approved applications by Streck, Inc. for a Future Land Use Map amendment to the Comprehensive Plan and Rezoning for the Streck Workforce Housing development that will include 84 apartments north of the new Streck development underway in Harrison Hills.

A public hearing has been scheduled and resolution prepared to consider an application submitted by Streck, Inc. for a Conditional Use Permit to construct and operate multi-family housing on proposed Lot 1 Harrison Hills Replat Seven which would include three (3) apartment buildings and one clubhouse. The property is zoned R-3 High-Density residential, which lists "Multiple Family Dwellings constructed after November 20, 2001" as a Permitted Conditional Use.

A detailed staff report is attached.

The Planning Commission held a public hearing on February 18, 2021, and unanimously recommended approval of the Conditional Use Permit, contingent upon on the resolution of the issues mentioned in the staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A CONDITIONAL USE PERMIT TO CONSTRUCT, OWN, AND OPERATE A MULTIPLE FAMILY DWELLING COMPLEX ON LOT 1 HARRISON HILLS REPLAT SEVEN.

WHEREAS, Streck, Inc. has applied for a conditional use permit for to allow for a multiple family dwelling complex on Lot 1, Harrison Hills Replat 7, located southeast of 117th Street and Emiline Street; and

WHEREAS, the La Vista Planning Commission held a public hearing on February 18, 2020 to review the application and unanimously voted to recommend approval; and

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

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby approve and authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, subject to any additions, subtractions, or modifications that the City Administrator may determine necessary or advisable, for Applicant, Subdivider, or any Controlled Entities to construct, own, and operate multiple-family dwellings on Lot 1 Harrison Hills Replat 7, contingent upon approval of the Harrison Hills Replat Seven Final Plat and Subdivision Agreement, and substantial completion of the Design Review Process.

PASSED AND APPROVED THIS 16TH DAY OF MARCH 2021.

CITY OF LA VISTA

ATTEST: Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

K:\APPS\City Hall\21 FINAL RESOLUTIONS\21. CUP - Streck Apartments 03.16.2021.Docx

CITY OF LA VISTA
PLANNING DIVISION
RECOMMENDATION REPORT

CASE NUMBERS: PCUP20-0007;

FOR HEARING OF: MARCH 16, 2021
REPORT PREPARED ON: MARCH 8, 2021

I. GENERAL INFORMATION

A. APPLICANT:
Streck, Inc.
7002 S 109th Street
La Vista, NE 68128

B. PROPERTY OWNER:
Streck, Inc.
7002 S 109th Street
La Vista, NE 68128

C. LOCATION: 11725 S 118th Street; Generally located south of the intersection of S. 117th Street and Emiline Street.

D. LEGAL DESCRIPTION: Lot 1 Harrison Hills (to be replatted as Lot 1 Harrison Hills Replat 7).

E. REQUESTED ACTION(S): Approval of a Conditional Use Permit to allow for the construction and operation of a multi-family housing development on the proposed Lot 1 Harrison Hills Replat 7.

F. EXISTING ZONING AND LAND USE: R-3 – High-Density Residential, Gateway Corridor District (Overlay District), and Planned Unit Development; The site is currently vacant.

G. PURPOSE OF REQUEST: To allow for the development of multi-family housing units (apartments).

H. SIZE OF SITE: Approximately 3.03 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: The property slopes gradually downward to the south and to the west;

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

Direction From Subject Property	Future Land Use Designation	Current Zoning Designation	Surrounding Development
North	Commercial	C-3 Highway Commercial/Office Park District, Gateway Corridor District (Overlay District)	Vacant properties, Casey's under development, Restaurant Depot
East	High-Density Residential	R-3 High-Density Residential	Harrison Hills Apartments
South	Industrial	I-1 Light-Industrial	Stepper-ettes Dance, SalonCentric
West	Parks and Recreation	TA – Transitional Agriculture, Gateway Corridor District (Overlay District)	Vacant property, old sod farm property

C. RELEVANT CASE HISTORY:

1. A Planned Unit Development Site Plan was approved by Council on November 5, 2019 for Lots 1 and 16 Harrison Hills to prepare for the development of Streck, Inc.'s new facility.
2. Phase 1 of construction for Streck, Inc.'s new facility is nearing completion.
3. The subject property was rezoned to R-3 High Density Residential with PUD District and Gateway Corridor District overlays on December 15, 2020.

D. APPLICABLE REGULATIONS:

1. Article 6 of the Zoning Regulations – Conditional Use Permits
2. Section 5.08 of the Zoning Regulations – R-3 High Density Residential.
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).

III. ANALYSIS

A. COMPREHENSIVE PLAN:

1. This proposal directly supoorts Policy Work-3.3 of the La Vista Comprehensive Plan: "Support the development of new live/work units in areas adjacent to large-scale employment areas" related to Goal Work-3: "Create a dynamic urban environment that is the preferred location for innovative, creative businesses and emerging industries". Streck, Inc. is one of La

Vista's largest employers, and the development of housing adjacent to their facility will aid in their ability to provide affordable housing for their employees and recruit quality employees from elsewhere to live in La Vista.

2. The Future Land Use Map of the Comprehensive Plan currently designates this property for a high-density residential use. This use allows for the development of the proposed multi-family development.

3. This proposal is compatible with surrounding land-use patterns, as directly to the east are Lots 1-4 Harrison Hills Replat 2 which contain the Harrison Hills Apartments. These four lots are designated as High-Density Residential in the Future Land Use Map, and are zoned R-3 High-Density Residential.

B. OTHER PLANS: N/A.

C. TRAFFIC AND ACCESS:

1. Access to this property would be through Emiline Street, which connects to the arterial Harrison Street through intersections at 115th, 117th, and 118th Street. These streets have sufficient capacity to handle the traffic demands of multifamily residential development.
2. A draft traffic memo has been submitted to the City that analyzes impacts to the traffic signals on Harrison Street. The memo has been forwarded to the City of Omaha for their review as the impacted traffic signal on Harrison Street is under the jurisdiction of Omaha.

D. UTILITIES:

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

E. PARKING REQUIREMENTS:

1. All developments will need to meet the minimum parking requirements of the underlying zoning district, unless as modified by the PUD site plan and ordinance for this area as amended.

F. LANDSCAPING:

1. The landscaping for any developments on this site will need to comply with the requirements of the Zoning Ordinance and of the Gateway Corridor Design Guidelines.

IV. REVIEW COMMENTS:

A. The design of each building is being reviewed through the City's Architectural Design Review process, and must be substantially complete prior to execution and recording of this Conditional Use Permit and issuance of any building permits. The architectural elevations (Exhibit F) of the attached Conditional Use Permit are

conceptual and may change as a result of the Design Review process.

B. Any traffic signal improvements required by the City of Omaha must be completed prior to the issuance of a Certificate of Occupancy and is addressed through the Subdivision Agreement as part of the Final Plat process.

C. In addition to the approval of a Conditional Use Permit and prior to development, the applicant will be required to receive approval of the revised PUD Site Plan as well as Harrison Hills Replat 7 and related subdivision agreement. The applicant will also be required to complete the design review process prior to commencement of development of the property.

D. A draft of the Conditional Use Permit has been included in the packet for review.

V. STAFF RECOMMENDATION – CONDITIONAL USE PERMIT:

Staff recommends approval of the Conditional Use Permit for Lot 1 Harrison Hills Replat 7 contingent on the resolution of the issues mentioned in this staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VI. PLANNING COMMISSION RECOMMENDATION – CONDITIONAL USE PERMIT:

The Planning Commission held a public hearing on February 18, 2021 and recommended approval of the Conditional Use Permit for multi-family housing on Lot 1 Harrison Hills Replat 7 contingent on the resolution of the issues mentioned in this staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VII. ATTACHMENTS TO REPORT:

A. Vicinity Map
B. Staff Review Letters
C. Draft Conditional Use Permit w/ Exhibits

VIII. COPIES OF REPORT SENT TO:

A. Constance Ryan, Streck, Inc.
B. Caleb Snyder, Lamp Rynearson
C. Zach Reinhardt, Burlington Capital
D. Public Upon Request

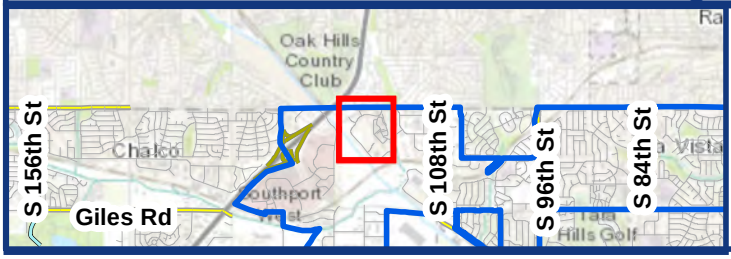
Prepared by: Deputy Community Development Director

Community Development Director

3/8/2021
Date



Conditional Use Permit Vicinity Map



Streck, Inc.

Portion of Lot 1 Harrison Hills

2/12/2021 CB

LA VISTA

LA VISTA

IMPROVE YOUR POINT OF VIEW.

December 23, 2020

Zach Reinhardt
Burlington Capital
1004 Farnam St. Ste 400
Omaha, NE 68102

RE: Conditional Use Permit – Multifamily Housing – Initial Review Letter
Portion of Lot 1 Harrison Hills

Mr. Reinhardt,

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

1. Section 6.05.01 – Project will likely require FAA review and approval due to the proximity to the Millard Airport.

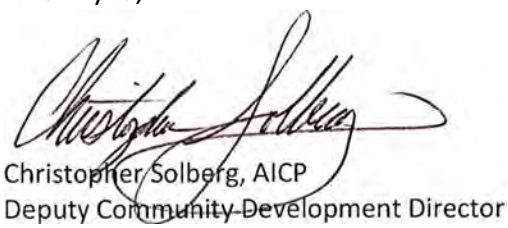
2. Section 6.05.04 – The storm sewer design and accompanying drainage report will need to be revised to account for the additional impervious area, and to ensure the Post Construction Stormwater Management Plan meets the requirements of Section 154 of the Municipal Code. Submittals should be revised to show the existing storm sewer system as well as the proposed storm sewer system as to show if there are any proposed modifications to the existing storm sewer system to account for the revisions.

3. Section 6.05.10 – The traffic study will need to be reviewed and approved by the City of Omaha. If the City of Omaha requires any improvements to the intersections of 118th and Harrison Streets and/or 115th/116th and Harrison Streets, the improvements will need to be made as part of this project.

Please submit 4 full size revised copies of the CUP plans and related documents (along with electronic copies) to the City for further review. A timeline for review by the Planning Commission and City Council will be determined based on the timing of the resubmittal and the extent to which the issues noted this review have been sufficiently addressed.

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

Thank you,



Christopher Solberg, AICP
Deputy Community Development Director

cc:

Caleb Snyder, Lamp Rynearson
Constance Ryan, Streck Inc.
Bruce Fountain, Community Development Director – City of La Vista
Pat Dowse, City Engineer – City of La Vista

January 25, 2021

LAMP RYNEARSON

14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154
[P] 402.496.2498
[F] 402.496.2730
LampRynearson.com

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

Reference: Streck, Inc. – Harrison Hills
Conditional Use Permit Submittal Comments
Project No.: 0118087.06-003

Dear Mr. Solberg:

Submitted herewith are our responses to the comments included in the City of La Vista's Harrison Hills, portion of Lot 1, Conditional Use Permit – Multifamily Housing initial review letter dated December 23, 2020 regarding the Streck, Inc. – Harrison Hills submittal.

Review Comments:

1. Section 6.05.01 – Project will likely require FAA review and approval due to the proximity to the Millard Airport.

   Response: Agreed. Once the finished floors have been established and prior to producing final construction documents, the project will be submitted to the FAA for their review and approval.

2. Section 6.05.04 – The storm sewer design and accompanying drainage report will need to be revised to account for the additional impervious area, and to ensure the Post Construction Stormwater Management Plan meets the requirements of Section 154 of the Municipal Code. Submittals should be revised to show the existing storm sewer system as well as the proposed storm sewer system as to show if there are any proposed modifications to the existing storm sewer system to account for the revisions.

   Response: The updated drainage study has been included for the city's review. The original design of the dry detention basin assumed that the site would utilize the city's maximum allowable imperviousness for an I-1 Light Industrial use which is 65%. The proposed site impervious is below that originally assumed value of 65% so the updated drainage study shows that the basin meets the requirements of Section 154 of the Municipal Code.

3. Section 6.05.10 – The traffic study will need to be reviewed and approved by the City of Omaha. If the City of Omaha requires any improvements to the intersections of 118th and Harrison Streets and/or 115th/116th and Harrison Streets, the improvements will need to be made as part of this project.

   Response: The updated traffic memo has been submitted to the City of Omaha for their review and comment.

Documents enclosed are as follows:

1. Streck Inc. Harrison Hills Facility Drainage Study, 4 Copies

Please call if you have any questions or concerns regarding this submittal.

Sincerely;

LAMP RYNEARSON, INC.

Caleb M. Snyder, P.E.
Project Manager

Enclosures

c: John Noble, Streck, Inc.
Zach Reinhardt, Burlington Capital
Tom Zuk, Holland Basham Architects
David Warner, Holland Basham Architects

kmp\L:\Engineering\0118087 Streck Labs\DOCUMENTS\LETTERS\RSP Solberg CUP 210113.docx

CITY OF LAVISTA
CONDITIONAL USE PERMIT

Conditional Use Permit for Multiple Family Dwellings
(Streck Workforce Housing)
Lot 1 Harrison Hills Replat 7

This Conditional Use Permit is issued this _____ day of _____ 2021 by the City of La Vista, a municipal corporation in Sarpy County, Nebraska ("City") to Streck, Inc., an corporation authorized to do business in Nebraska ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct and operate a multiple family dwelling complex to be known as the Streck Workforce Housing upon the following described tract of land within the City of La Vista's zoning jurisdiction:

Lot 1 Harrison Hills Replat 7, a subdivision in Sarpy County, Nebraska (the "Property") as depicted in Exhibit "A" the final plat; and

WHEREAS, Owner has applied for a Conditional Use Permit for the purpose of constructing and operating a multiple family dwelling complex on the Property as described above; and

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

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

Conditions of the Permit

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

1. Development and operation on the Property is governed by this Permit. The rights granted by this Permit are transferable and any material breach hereof shall cause Permit to expire and terminate, subject to the rights of the Owner to cure such default or deficiency as set forth in this Permit.

2. In respect to the proposed Uses:

   a. The site plan (the "Site Plan") showing the Property's boundaries, all existing and proposed easements, proposed structures, parking, access points, and drives, is attached hereto and incorporated herein as Exhibit " B ".
   b. Operations on the property will be limited to and carried out in accordance with the Operational Statement attached as Exhibit "C" and incorporated into this permit by reference.
   c. Architectural review of the building design, landscaping, and lighting has been completed and the foregoing plans are approved as shown in Exhibits " D " through " F ".
   d. The Property shall be developed and maintained in accordance with the Site Plan and all other Exhibits of this Agreement, as well as the final plat of Harrison Hills Replat 7 ("Final Plat"), Planned Unit Development Plan ("PUD") and Subdivision Agreement applicable to the Property, ("Subdivision Agreement"), as approved by the City and incorporated herein by this reference. Any modifications

to the Site Plan must be submitted to the Chief Building Official for approval. Modification of any other document or Exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or Exhibit to be modified.

e. All signage, including without limitation design, location, placement and dimensions, shall be subject to approval of the Community Development Department, per the La Vista Zoning Ordinance.

f. As-built topographic surveys of the storm water detention areas constructed in accordance with the Subdivision Agreement shall be provided to the City before certificates of occupancy are issued for any completed building on the Property, with a requirement that any variances from the approved detention plans be corrected, or certified as inconsequential, to the satisfaction of the City Engineer prior to issuing such certificates.

g. No vehicle repair (other than emergency maintenance such as changing a tire), inoperable or abandoned vehicles, or storage of vehicles shall be allowed in the parking areas on the Property shown on Exhibit " B ". The Owner shall have seventy-two (72) hours after notice from the City or other appropriate political subdivision to correct any violation or cause the removal of any such vehicle that is in violation.

h. Owner shall obtain all required permits for the Uses from the City of La Vista.

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

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

k. A drainage study for the Property has been completed, as referenced in the Subdivision Agreement, with respect to the proposed Uses on Harrison Hills Replat 7. Owner agrees to comply with requirements related to drainage that are specified in said Subdivision Agreement.

m. Owner shall ensure that the leasing and business office on the property will be staffed during normal business hours.

n. If at any time any part of Lot 1 Harrison Hills Replat 7 is owned by any person or entity other than Owner, all owners shall cooperate and coordinate to carry out Subdivider (as "Subdivider" is defined in the Subdivision Agreement) obligations under the Subdivision Agreement.

o. There shall not be any outside storage of materials. All trash receptacles, benches and planters shall be placed on property and securely fastened to building or concrete. Trash dumpsters shall be placed with a trash enclosure of six feet in height and screened accordingly.

p. Landscaping requirements from Section 7.17 of the City of La Vista Zoning Ordinance shall be satisfied and maintained in accordance with the approved landscaping plan (Exhibit "D") and the requirements of the Gateway Corridor District.

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

   a. An annual inspection to determine compliance with the conditions of this Permit. The Permit may be revoked (with respect to a particular Use) only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Owner and opportunity to cure in the time and manner described below.

   b. Construction will be in accordance with the City Building Code. Time limitation for building permits shall be in accordance with the City Building Code. Extensions shall be requested in writing and justifiable cause demonstrated.

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

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

   a. Owner's abandonment of the Permitted Use. There shall be a presumption that the project on the Property has been abandoned if the Owner fails to commence construction of the buildings within the time provided by Section 4(b) above.
   b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Uses, and such cancellation, revocation denial or failure to maintain any federal, state or local permit required for the use is not cured in the time and manner described below, so long as curative rights are provided under laws, rules and regulations governing said permit.
   c. Owner's construction or placement of a storage tank, structure or other improvement on the Property, (except during construction of any phase of the project) not specified in this Permit and Owner's failure to cure such breach in the time and manner described below after City's giving notice thereof.
   d. Owner's breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.

5. If construction of the improvements on the Property has not been commenced within twelve (12) months from the date of this Permit, this Permit shall be null and void and all rights hereunder shall lapse; provided, however, Owner shall have the right to file for an extension of time pursuant to the La Vista Zoning Ordinance.

6. If the Owner upon the expiration or termination of this Permit fails to promptly remove any remaining safety, environmental or other hazard or nuisance, the City may at its option (but without any obligation to the Owner or any third party to exercise said option) cause the same to be removed at Owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable in connection with the removal thereof) and the Owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right, provided notice is furnished to the Owner along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards or nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.

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

8. The conditions and terms of this Permit shall constitute covenants running with the land and shall be binding upon, and shall inure to the benefit of, the Owner, its successors and assigns.

9. Delay of City to terminate this Permit on account of breach of Owner of any terms hereof in accordance with the terms hereof shall not constitute a waiver of City's right to terminate this Permit, unless the City has expressly waived said breach. A waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.

10. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Owner shall be entitled to written notice and opportunity to cure a breach of' this Permit as follows. City will notify the Owner in writing of any breach of this Permit and Owner shall be permitted to cure any breach. Such written

notice shall specify the particular conditions giving rise to the breach, and, to the extent known, what actions are required to cure such breach. Cure shall be commenced and completed as soon as possible and in all cases within thirty (30) days after City provides notice of breach; provided, however, in any case that cure cannot be completed within 30 days, additional time will be allowed, so long as cure is commenced within the time required in this Section 10 and diligently pursued and completed as soon as is reasonably possible, and allowing additional time does not substantially increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.

11. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this Permit.

12. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed as follows:

To Owner: Streck, Inc.
7002 S 109th St
La Vista, NE 68128

13. All recitals at the beginning of this document and exhibits or other documents referenced in this Permit shall be incorporated herein by reference.

14. Exhibits. The following exhibits are incorporated herein by reference:

Exhibit "A":	Final Plat
Exhibit "B":	Site Plan
Exhibit “C”:	Operating Statement
Exhibit "D":	Landscaping Plan
Exhibit "E":	Site Lighting Plan
Exhibit "F":	Elevation Renderings

Effective Date:

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

THE CITY OF LA VISTA

By _____
Douglas Kindig, Mayor

Attest:

_____
Pamela A Buethe, CMC
City Clerk

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this _____day of ____ _____, 2021, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista and Pamela Buethe, to me personally known to be the City Clerk of the City of La Vista, the identical persons whose names are affixed to the foregoing Permit, and they acknowledged the execution thereof to be their voluntary act and deed.

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

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

Owner:

Streck, Inc.

By: _____, it's owner

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)
COUNTY OF _____)

On this _____day of _____, 2021, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____ personally known by me to be an owner of Streck Inc., a limited liability company, and the identical person whose name is affixed to the foregoing Permit, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

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

_____
Notary Public

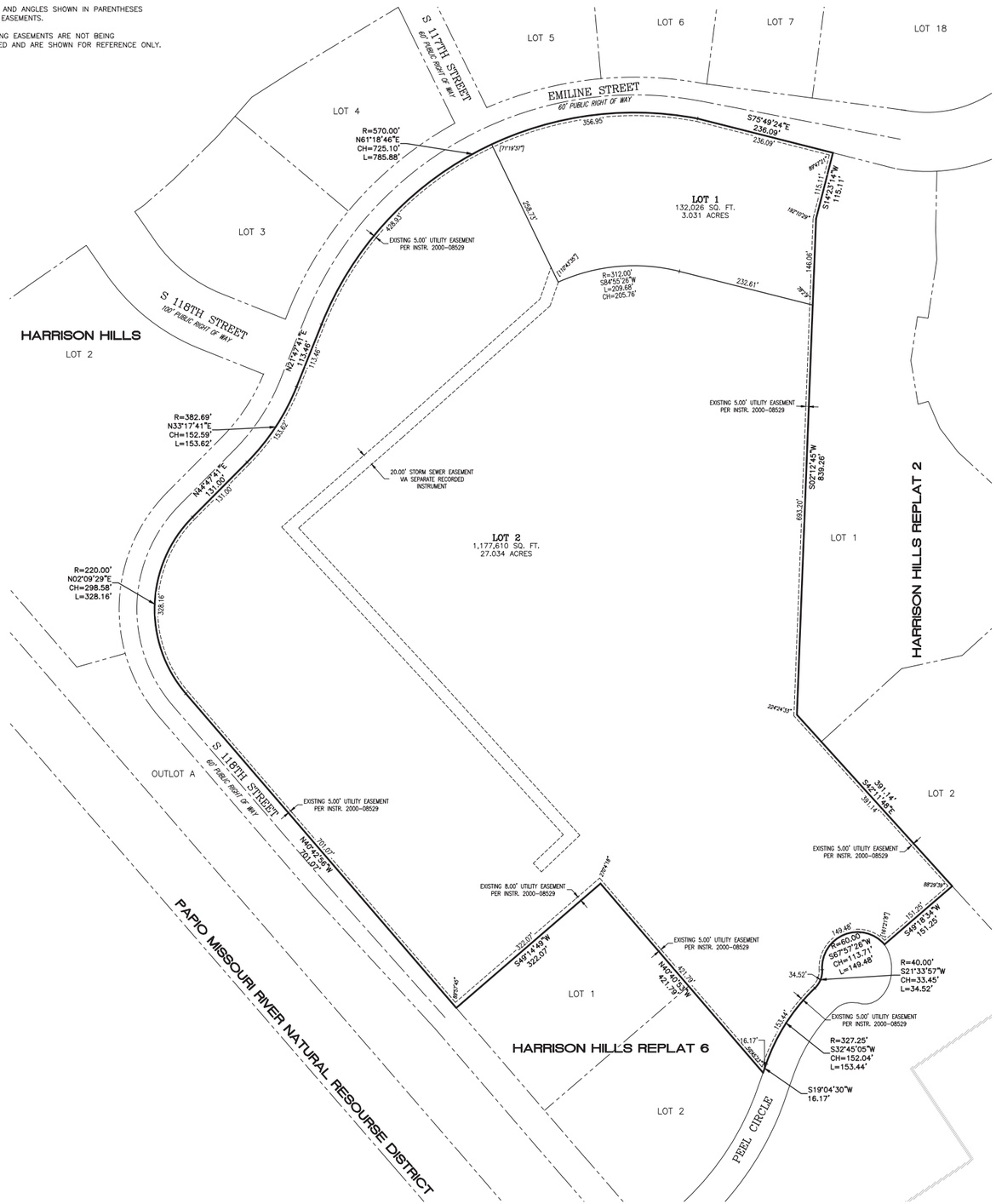
HARRISON HILLS REPLAT 7

LOTS 1 AND 2

BEING A REPLATTING OF LOTS 1 AND 16, HARRISON HILLS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA

NOTES

1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
2. ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
3. ALL ANGLES ARE 90° UNLESS NOTED.
4. ALL LOT LINES ON CURVED STREETS ARE RADIAL UNLESS OTHERWISE NOTED WITH AN ANGLE ADJACENT TO THE CURVE, MEASURED TO THE CHORD AND SHOWN IN BRACKETS.
5. DISTANCES AND ANGLES SHOWN IN PARENTHESES REFER TO EASEMENTS.
6. ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.



0 100 200

LOCATED IN:
NW 1/4 NW 1/4 SEC. 17, T14N, R12E
NE 1/4 NW 1/4 SEC. 17, T14N, R12E
SW 1/4 NW 1/4 SEC. 17, T14N, R12E
SE 1/4 NW 1/4 SEC. 17, T14N, R12E

LEGEND
- BOUNDARY LINE
- EXISTING LOT LINE
- EASEMENT LINE

Exhibit A

LAND 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 AT ALL LOT CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES WITHIN THE SUBDIVISION TO BE KNOWN AS HARRISON HILLS REPLAT 7, LOTS 1 AND 2, BEING A REPLATTING OF LOTS 1 AND 16, HARRISON HILLS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA

CONTAINING 30.065 ACRES MORE OR LESS.

NEBRASKA REGISTERED LS-566 LAND SURVEYOR WILLIAM E. KNIGHT

WILLIAM E. KNIGHT, R.L.S. 566

DATE

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT WE, STRECK INC., A NEBRASKA CORPORATION, OWNERS OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN HEREON, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS HARRISON HILLS REPLAT 7, LOTS 1 AND 2; DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT; AND DO HEREBY GRANT THE EASEMENTS AS SHOWN HEREON. WE DO HEREBY GRANT TO THE GRANTEES, THEIR SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS, THE PERMANENT RIGHT TO ENTER AND USE, FROM TIME TO TIME, THE EASEMENT AREAS, SHOWN HEREON FOR THE STATED PURPOSE, FOR INGRESS AND EGRESS IN THE CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES; PROVIDED, HOWEVER, THERE IS RESERVED TO THE GRANTOR, AND TO THE GRANTOR'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREA. THIS GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT PASS, NOR BE CONSTRUED TO PASS, TO THE GRANTEE IN FEE SIMPLE INTEREST OR TITLE OF THE EASEMENT AREAS. ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM.

GRANTS OF EASEMENTS

FOR POWER AND COMMUNICATIONS

PERPETUAL EASEMENTS SHALL BE GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND ANY TELECOMMUNICATIONS ENTITY OR OTHER CORPORATION TRANSMITTING COMMUNICATION SIGNALS AUTHORIZED TO USE THE CITY STREETS, 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 AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AND AN EIGHT-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS. 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.

FOR WATER AND GAS

PERPETUAL EASEMENTS SHALL BE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, AND ANY NATURAL GAS PROVIDER, AND 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-WIDE STRIP OF LAND ABUTTING ALL STREET FRONTAGES OF ALL LOTS. 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.

STRECK INC., A NEBRASKA CORPORATION, OWNER

CONSTANCE RYAN

(PRINTED TITLE)

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) SS
COUNTY OF)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

DAY OF , 20

BY CONSTANCE RYAN, OF
(PRINTED TITLE)

STRECK INC., A NEBRASKA CORPORATION, ON BEHALF OF THE CORPORATION.

SIGNATURE OF NOTARY PUBLIC

SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR NOR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, THIS

DAY OF , 20

SARPY COUNTY TREASURER

APPROVAL OF THE CITY OF LA VISTA PLANNING COMMISSION

THIS PLAT OF HARRISON HILLS REPLAT 7, LOTS 1 AND 2 WAS APPROVED BY THE LA VISTA PLANNING COMMISSION THIS

DAY OF , 20

CHAIRPERSON, LA VISTA PLANNING COMMISSION

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF HARRISON HILLS REPLAT 7, LOTS 1 AND 2 WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS

DAY OF , 20

SARPY COUNTY SURVEYOR/ENGINEER

ACCEPTANCE BY LA VISTA CITY COUNCIL

THIS PLAT OF WOODHOUSE PLACE, LOTS 1 AND 2 WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ON THIS

DAY OF , 20

IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

DOUGLAS KINDIG, MAYOR
ATTEST:

PAM BUETHE, CITY CLERK

LAMP RYNEARSON
14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

WILLIAM E. KNIGHT
LS-566

FINAL PLAT

HARRISON HILLS REPLAT 7 (LOTS 1 AND 2)
SARPY COUNTY, NEBRASKA

811 Know what's below. Call before you dig.

ALL UTILITIES ARE SHOWN BASED ON THE INFORMATION AVAILABLE TO THE ENGINEER. THERE IS NO GUARANTEE ALL FACILITIES ARE SHOWN OR THAT THE LOCATION, TYPE AND SIZE OF EACH FACILITY IS CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES AND SERVICE LINES PRIOR TO CONSTRUCTION.

REVISIONS

DESIGNER / DRAFTER
ELISE MOLLAK
DATE
12-7-2020
PROJECT NUMBER
0118087.03-004
BOOK AND PAGE
18087, 1-9

SHEET
1 OF 1

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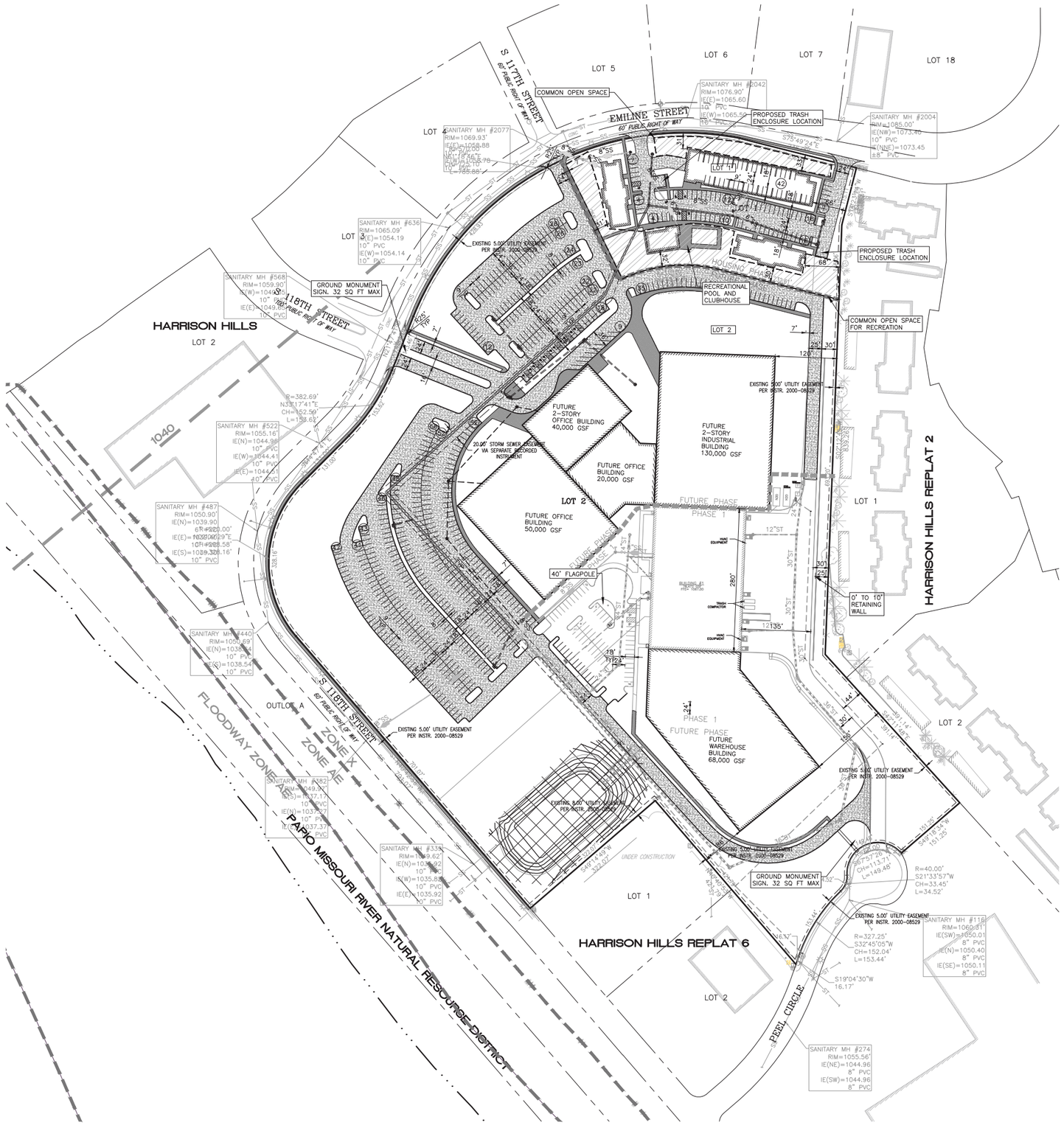


Exhibit B

PUD SITE REGULATOR TABLE

LEGAL DESCRIPTION: LOT 1 HARRISON HILLS REPLAT 7, LAVISTA, NEBRASKA

USE TYPE: MULTIPLE FAMILY DWELLINGS

ZONING: R-3, HIGH DENSITY RESIDENTIAL PUD, GATEWAY CORRIDOR DISTRICT (OVERLAY DISTRICT)

[ ] PERMITTED USE
[X] CONDITIONAL USE
[ ] SPECIAL USE

SITE REGULATORS (SEE SECTION 5.08):

	ALLOWANCES
A. SITE AREA	2,250 SF/UNIT MIN.
B. MINIMUM WIDTH	100 FEET
C. SETBACK	
MIN. FRONT YARD	30', 60' WHEN PARKING IS LOCATED IN FRONT YARD
MIN. SIDE YARD	10', 5' ADDITIONAL FOR EACH STORY IN EXCESS OF 3 STORIES
MIN. REAR YARD	30'
D. BUILDING HEIGHT	45' MAX
E. MAX BUILDING COVER (%)	40% (BUILDING COVERAGE/LOT AREA = 30,225 SF/132,026 SF = 23%)
F. MIN COMMON OPEN SPACE (%)	30% (OPEN SPACE/LOT AREA = 44,880 SF/132,026 SF = 34%)
G. DENSITY OF DWELLING UNITS	UNITS/ACRE = 84 UNITS/ 3.03 AC. = 27.72 UNITS/AC.

OFF STREET PARKING REQUIREMENTS (SEE SECTION 7.06)

	UNITS	PARKING REQUIRED	PARKING PROVIDED
STUDIO	15	1 PER BED = 15 STALLS	
1-BED	42	1 PER BED = 42 STALLS	
2-BED	27	1 PER BED = 54 STALLS	
TOTAL	84 UNITS	111 STALLS	. 118 STALLS
MIN. ENCLOSED PARKING (SEE SECTION 7.05.08)		0.45 ENCLOSED GARAGES PER UNIT	

ACCESSIBLE PARKING REQUIREMENTS (SEE SECTION 7.08)

PARKING REQUIRED	PARKING PROVIDED
118 TOTAL = 5 ACCESSIBLE	5 STALLS

PUD SITE REGULATOR TABLE

LEGAL DESCRIPTION: LOT 2 HARRISON HILLS REPLAT 7, LAVISTA, NEBRASKA

USE TYPE: LIGHT MANUFACTURING

ZONING: I-1 PUD, GATEWAY CORRIDOR DISTRICT (OVERLAY DISTRICT) (SEE SECTION 5.13)

[X] PERMITTED USE
[ ] CONDITIONAL USE
[ ] SPECIAL USE

SITE REGULATORS (SEE SECTION 5.13):

	ALLOWANCES
A. SITE AREA	10,000 SF MIN.
B. MINIMUM WIDTH	100 FEET
C. SETBACK	
FRONT YARD	35', 60' WHEN PARKING IS LOCATED IN FRONT YARD
SIDE YARD	30'
REAR YARD	25'
D. BUILDING HEIGHT	45' MAX
E. MAX LOT COVER (%)	65%
F PARKING REQUIREMENTS (SEE SECTION 7.06)	1 SPACES/3,000 SF OF GROSS FLOOR AREA (INDUSTRIAL USE) 1 SPACE/200 SF OF GROSS FLOOR AREA (OFFICE BUILDING USE) 1 SPACE/5,000 SF OF GROSS FLOOR AREA (WAREHOUSE & DISTRIBUTION USE)

OFF STREET PARKING REQUIREMENTS (SEE SECTION 7.06)

	GROSS FLOOR AREA	PARKING REQUIRED	PARKING PROVIDED
PHASE1 (EXISTING)	78,472 SF	1 PER 3,000 SF = 27 STALLS	75 STALLS
FUTURE PHASES (INDUSTRIAL USE)	130,000 SF	1 PER 3,000 SF = 44 STALLS	602 STALLS
FUTURE PHASES (OFFICE USE)	110,000 SF	1 PER 200 SF = 550 STALLS	
FUTURE PHASES (WAREHOUSE)	68,000 SF	1 PER 5,000 SF = 14 STALLS	
TOTAL	386,472 SF	635 STALLS . 669 STALLS (8 PHASE 1 STALLS WILL BE REMOVED)	

ACCESSIBLE PARKING REQUIREMENTS (SEE SECTION 7.08)

	PARKING REQUIRED	PARKING PROVIDED
PHASE 1 (EXISTING)	75 TOTAL = 3 ACCESSIBLE	3 STALLS
TOTAL	2% OF 669 TOTAL STALLS = 14 ACCESSIBLE	14 STALLS

LEGEND

- PROPERTY LINE
- SANITARY SEWER
- STORM SEWER
- FIBER OPTIC
- GAS
- WATER
- UNDERGROUND POWER
- OVERHEAD POWER
- TELEPHONE
- CABLE TELEVISION
- MANHOLE
- CURB INLET
- GRATE INLET
- HOODED GRATE INLET
- HYDRANT
- LIGHT POLE
- PROPOSED CONTOUR
- EXISTING CONTOUR
- RETAINING WALL
- PC CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER
- PC CONCRETE SIDEWALK
- BUILDING
- PARKING STALL COUNT
- PHASE LINE
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED MANHOLE
- PROPOSED F.E.S.
- PROPOSED CURB INLET (BY OTHERS)
- PROPOSED BASIN
- FUTURE STORM SEWER
- FUTURE SANITARY SEWER
- FUTURE PC CONCRETE SIDEWALK
- FUTURE PC CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER
- COMMON OPEN SPACE

LAMP RYNEARSON
14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

0 100 200

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

PLANNED UNIT DEVELOPMENT
SITE EXHIBIT

STRECK, INC. (HARRISON HILLS FACILITY)
LAVISTA, NEBRASKA

811 Know what's **below.** **Call** before you dig.

ALL UTILITIES ARE SHOWN BASED ON THE INFORMATION AVAILABLE TO THE ENGINEER. THERE IS NO GUARANTEE ALL UTILITIES ARE SHOWN HEREON OR THAT THE LOCATION, DEPTH, AND SIZE OF EACH FACILITY IS CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES AND SERVICES UNDISCLOSED PRIOR TO CONSTRUCTION.

REVISIONS

DESIGNER / DRAFTER
THOMAS GLIDEWELL
DATE

PROJECT NUMBER
0118087.01
BOOK AND PAGE

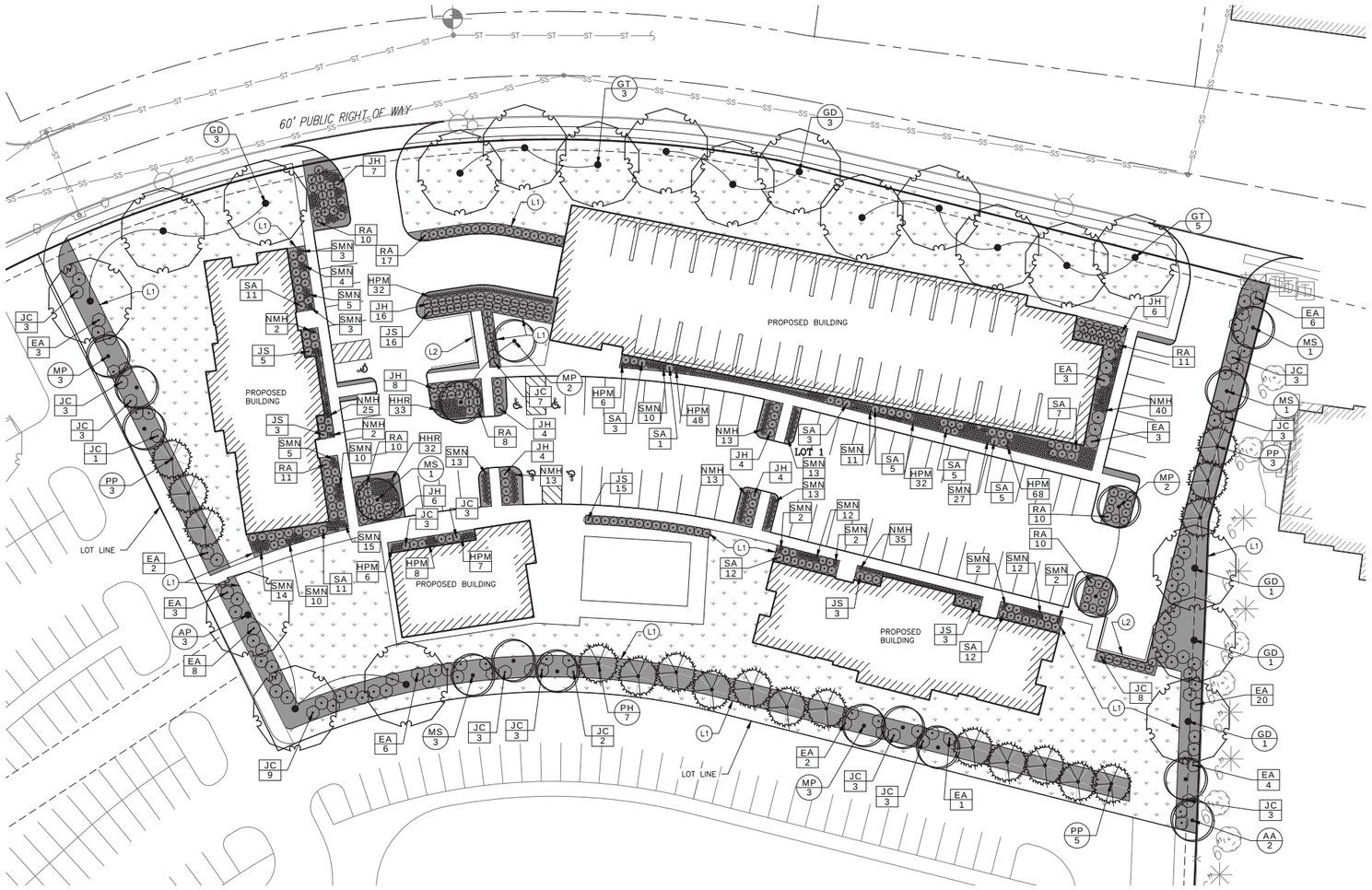
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1 OF 1

L:\Engineering\0118087 Streck Lots\DRAWINGS\EXHIBITS\0118087-PHASE SITE EXHIBIT.dwg, 1/29/2021 10:14:27 AM, BRENDAN PADALL, LAMP RYNEARSON

Exhibit C

Streck Housing Lot 1 Replat 7 Conditional Use Permit Operating Statement

The Streck Housing Project is an employer-assisted, workforce housing project targeted to Streck employees that work at the neighboring Streck campus. The multifamily residential project will provide a unique opportunity for Streck employees to live within walking distance of their workplace. This arrangement will improve affordability of housing for the employees of Streck, while providing a convenient living option. There is also the potential for Streck to partner with other local businesses to provide workforce housing to non-Streck employees. The project will include approximately 84 residential units spread across three buildings, with amenities for residents and their guests, including an on-site clubhouse and pool. Additionally, the project includes approximately 38 enclosed garage stalls and approximately 79 surface parking stalls.



PLANT SCHEDULE

CODE	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
DECIDUOUS TREES					
AR	ACER RUBRUM 'MAGNIFICENT MAGENTA'	BURGUNDY BELLE RED MAPLE	2.5" CAL.	30–50	20–30
GT	GLEDITSIA TRIACANTHOS VAR. INERMIS 'HALKA'	HALKA HONEYLOCUST	2.5" CAL.	30–50	20–30
CO	CELTIS OCCIDENTALIS 'PRAIRIE PRIDE'	PRAIRIE PRIDE HACKBERRY	2.5" CAL.	30–50	20–30
QV	QUERCUS VIRGINIANA	HERITAGE OAK	2.5" CAL.	30–50	20–30
AP	ACER PLATANOIDES	NORWAY MAPLE	2.5" CAL.	30–50	20–30
GD	GYMNOCLADUS DIOICUS ESPRESSO	KENTUCKY COFFEE	2.5" CAL.	30–50	20–30
AA	AMELANCHIER ARBOREA 'CLUMP FORM'	DOWNY SERVICEBERRY	2.5" CAL.	15–25	15–25
MP	MALUS PRAIRIFIRE	PRAIRIE FIRE CRABAPPLE	2.5" CAL.	15–25	15–25
MS	MALUS SNOWDRIFT	SNOW DRIFT CRABAPPLE	2.5" CAL.	15–25	15–25
CONIFEROUS TREES					
PH	PINUS HELDREICHII	BOSNIAN PINE	6' HIGH	30–40	20–30
PP	PICEA PUNGENS	COLORADO BLUE SPRUCE	6' HIGH	30–40	20–30

SHRUBS, GROUND COVERS, PERENNIALS, AND ORNAMENTAL GRASSES

CODE	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
RA	RHUS AROMATICA 'GRO–LOW'	GRO–LOW FRAGRANT SUMAC	5 GAL.	2–3	3–5
SA	SPIREA ALBIFLORA	JAPANESE WHITE SPIREA	5 FAL.	3–4	3–5
EA	EUONYMUS ALATUS	BURNING BUSH	5 GAL.	4–6	4–6
JS	JUNIPERUS SABINA 'TAMARISCIFOLIA'	GREEN TAM JUNIPER	5 GAL.	2–4	2–4
JC	JUNIPERUS CHINENSIS 'SEA GREEN'	SEA GREEN JUNIPER	5 GAL.	4–6	2–4
JH	JUNIPERUS HORIZONTALIS	CREEPING JUNIPER	5 GAL.	1–2	5–8
HPM	HEMEROCALLIS 'PARDON ME'	PARDON ME DAYLILY	1 GAL.	1–2	1–2
HHR	HEMEROCALLIS 'HAPPY RETURNS'	HAPPY RETURNS DAYLILY	1 GAL.	1–2	1–2
NMH	NARCISSUS SP. 'MOUNT HOOD'	MOUNT HOOD DAFFODIL	1 GAL.	1–2	1–2
SMN	SALVIA NEMOROSA 'MAY NIGHT'	MAY NIGHT SALVIA	1 GAL.	1–2	1–2

SURFACE RESTORATION SCHEDULE

IRRIGATED LAWN SOD AREA – RTF (RHIZOMATOUS TALL FESCUE) SOD BY CERTIFIED RTF SOD GROWER AS PRODUCED BY MEMBERS OF THE RTF TURF PRODUCERS ASSOCIATION (U.S. PATENT NO.6,677,507). INSTALL PER SUPPLIER'S SPECIFICATIONS. REMOVE NETTING PRIOR TO INSTALLATION. SEE SOD NOTES, THIS SHEET. ALL AREAS RECEIVING SOD SHALL HAVE SCARIFIED SOILS, SEE SCARIFIED AND CONDITIONED SOIL NOTES, THIS SHEET.

IRRIGATED PLANTER BEDS WITH TRIPLE SHREDDED HARDWOOD MULCH – CONSTRUCT PLANTING BEDS WITH TRIPLE SHREDDED HARDWOOD MULCH AT CONSISTENT DEPTH THROUGHOUT BED (2" MINIMUM – 3" MAXIMUM DEPTH). ALL PLANTER BEDS SHALL HAVE SCARIFIED AND CONDITIONED SOILS, SEE SCARIFIED AND CONDITIONED SOIL NOTES, THIS SHEET.

LANDSCAPE REQUIREMENTS

LOT 1

STREET FRONTAGE (SECTION 07.17.03.02) – EMILINE STREET

EMILINE STREET FRONTAGE 591' – ACCESS DRIVES 65' = 526'
TREES REQUIRED (1 TREE / 40 LF FRONTAGE) 526' / 40' = 13 TREES
TREES PROVIDED = 13 TREES

SIDE YARD (SECTION 07.17.03.03) – EAST PROPERTY LINE ABUTTING RESIDENTIAL

261 LF x 10' WIDTH
MINIMUM 6' HIGH VEGETATIVE SCREENING

PARKING AREA INTERIOR LANDSCAPING (SECTION 07.17.03.06)

PARKING STALLS = 79
INTERIOR LANDSCAPING REQUIRED (10 SF / PARKING STALL) = 790 SF
INTERIOR LANDSCAPING PROVIDED = 3,767 SF

PARKING AREA PERIMETER LANDSCAPING (SECTION 07.17.03.07)

PARKING LOT STREET FRONTAGE = 94 LF
TREES REQUIRED (1 TREE / 40 LF STREET FRONTAGE) = 2 TREES
TREES PROVIDED = 2

PARKING AREA SCREENING (SECTION 07.17.04.01)

PARKING LOT SCREENING = 94 LF
MINIMUM 3' HIGH VEGETATIVE SCREENING

LANDSCAPE KEYNOTES

L1 CONSTRUCT EDGING BETWEEN LAWN AND MULCHED PLANTER BED AREAS. EDGING SHALL BE "SURE–EDGE" BY SURE–LOC, 3/16" x 5.5", ALUMINUM, BLACK ANODIZED, WITH 18" DEPTH STAKES, OR APPROVED EQUAL. SEE WWW.SURELOCEDGING.COM FOR MORE INFORMATION.

L2 TRASH ENCLOSURE SCREENED BY ARCHITECTURAL MASONRY WALL. SEE ARCHITECTURAL PLANS FOR MORE INFORMATION

WARRANTY:

THE CONTRACTOR SHALL WARRANTY PLANT MATERIALS FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF SUBSTANTIAL COMPLETION, AGAINST DEFECTS INCLUDING DEATH AND UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM ABUSE OR DAMAGE BY OTHERS, OR UNUSUAL PHENOMENA OR INCIDENTS WHICH ARE BEYOND THE CONTROL OF THE CONTRACTOR. WARRANTY COVERS A MAXIMUM OF ONE REPLACEMENT PER ITEM.

CONTRACTOR QUALIFICATIONS

1. THE CONTRACTOR SHALL BE CERTIFIED AND HAVE AT LEAST 3 YEARS OF LANDSCAPING EXPERIENCE INSTALLING SIMILAR TYPES OF PROJECTS.

SUBMITTALS

1. THE CONTRACTOR SHALL PLANT TREES THAT HAVE BEEN GROWN FROM A SEED SOURCE IN USDA COLD HARDINESS ZONE 5 OR NORTHERLY. A CERTIFICATE OF ORIGIN MUST BE SUBMITTED FOR EACH SPECIES OF TREE THAT IS TO BE PLANTED. THE CONTRACTOR SHALL ALSO SUBMIT THEIR LANDSCAPING PLAN PRIOR TO STARTING WORK IF IT VARIES FROM THE BID PLAN.
2. SUBMIT SAMPLE OF TRIPLE SHREDDED HARDWOOD MULCH TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO ORDERING AND CONSTRUCTING ONSITE.
3. SUBMIT SAMPLE OF EDGING TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO ORDERING AND CONSTRUCTING ONSITE.
4. SUBMIT SOURCE OF SOD. SOD SHALL BE FIRST–CLASS REPRESENTATION OF NORMAL SPECIES AND VARIETIES OF BLUEGRASS OR TURF–TYPE TALL FESCUE. SOD SHALL BE FREE OF NOXIOUS WEEDS AND RELATIVELY FREE OF ALL OTHER WEEDS.
5. SEED ORIGINS SHALL BE STATE OF NEBRASKA OR ADJOINING STATES. SUBMIT SEED TAG THAT DESCRIBES THE VARIETY, ORIGIN, AND ANALYSIS OF THE SEED. ALL SEED MUST COMPLY WITH APPLICABLE LOCAL, STATE, AND FEDERAL SEED LAWS.

IRRIGATION NOTE

ALL TURF LAWN AREAS AND MULCHED PLANTING BED AREAS TO BE IRRIGATED PER CITY OF LA VISTA ZONING ORDINANCE SECTION 5.17.05.03, SEE SHEET 2 OF 2 FOR IRRIGATION INFORMATION.

811 Know what's below. Call before you dig.
ALL UTILITIES ARE SHOWN BASED ON THE INFORMATION AVAILABLE TO THE ENGINEER. THERE IS NO GUARANTEE ALL FACILITIES ARE SHOWN OR THAT THE LOCATION, DEPTH, AND SIZE OF EACH FACILITY IS CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES AND SERVICE LINES PRIOR TO CONSTRUCTION.

GENERAL NOTES

1. CONTRACTOR TO VERIFY LOCATION OF ALL PROPOSED AND EXISTING VAULTS, ELECTRICAL DUCT BANKS, MANHOLES, CONDUIT AND PIPING, DRAINAGE STRUCTURES AND OTHER UTILITIES PRIOR TO COMMENCING WORK.
2. CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY PROPOSED LANDSCAPE IMPROVEMENTS WHEN CONFLICTS EXIST BETWEEN LANDSCAPE IMPROVEMENTS AND EXISTING OR PROPOSED UTILITIES OR SITE FEATURES SUCH AS WALKS, ROADS, BUILDINGS OR EXISTING TREES TO REMAIN.
3. VERIFY LOCATION OF ALL BUILDINGS, WALLS, ROADS AND CURBS AFFECTING LANDSCAPE SCOPE OF WORK WITH ARCHITECTS AND CONTRACTOR ENGINEER'S DRAWINGS.
4. ALL WORK PERFORMED WITHIN THE DRIP LINE OF TREES DESIGNATED "EXISTING TREES TO REMAIN" SHALL BE HAND LABOR.
5. REFERENCE TO NORTH REFERS TO TRUE NORTH, REFERENCE TO SCALE IS FOR FULL–SIZED DRAWINGS ONLY. DO NOT SCALE FROM REDUCED DRAWINGS.
6. DIMENSIONS TAKE PRECEDENCE OVER SCALES SHOWN ON DRAWINGS.
7. WHERE NOT SHOWN ON THE PLANTING PLANS, SEE CONTRACTOR ENGINEER'S AND ARCHITECT'S DRAWINGS FOR BUILDING FOUNDATIONS SETBACKS, BOUNDARIES, SUBSURFACE AND ABOVE GRADE UTILITIES.

TREE PLANTING NOTES

1. PROVIDE MATCHING SIZES AND FORMS FOR EACH SPECIES OF TREE INSTALLED ON GRID OR SPACED EQUALLY IN ROWS AS SHOWN ON DRAWINGS. ALIGN TREES ACROSS WALKS. ADJUST SPACING AS NECESSARY, SUBJECT TO REVIEW BY THE LANDSCAPE ARCHITECT.
2. FORM A MINIMUM 30 INCH WATERING BASIN AROUND ALL TREES NOT INSTALLED IN LAWN OR PAVED AREAS. FILL BASIN WITH TRIPLE SHREDDED HARDWOOD MULCH PER TREE PLANTING DETAILS, SHEET 2 OF 2.
3. REPLACEMENT OF UNACCEPTABLE PLANT MATERIAL: THE CONTRACTOR'S RESPONSIBILITY FOR REPLACEMENT OF UNACCEPTABLE PLANT MATERIAL SHALL EXTEND FOR TWO (2) YEARS AFTER ALL PLANT MATERIAL IS ACCEPTED BY THE ENGINEER.
4. MULCH: THE CONTRACTOR SHALL PLACE TRIPLE SHREDDED HARDWOOD MULCH IN A CONSISTENT THICKNESS AS NOTED IN THE PLANTING DETAILS. ANY MULCH PLACED IN EXCESS OF THE REQUIREMENTS SHALL BE AT THE CONTRACTORS EXPENSE. CHIPS OR BARK MULCH ARE NOT ALLOWED.

PLANTING NOTES

1. INSTALL ALL TREES A MINIMUM OF FOUR (4) FEET FROM BACK OF CURB, EDGE OF WALL OR PAVING.
2. THE LOCATION OF ALL TREES SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO FINAL INSTALLATION.
3. PLANT NAMES ARE ABBREVIATED ON THE DRAWINGS. SEE PLANT LIST FOR KEY AND CLASSIFICATION.
4. PLACE A 2" MINIMUM AND 3" MAXIMUM DEPTH LAYER OF TRIPLE SHREDDED HARDWOOD MULCH ON ALL PLANTING AREAS EXCEPT LAWN, SUBMIT SAMPLE TO LANDSCAPE ARCHITECT FOR APPROVAL.
5. LOCATION OF ALL PLANTING IS DIAGRAMMATIC. DO NOT WILLFULLY LOCATE PLANTINGS WHERE CONFLICTS EXIST WITH UTILITIES OR THE BUILDING.
6. EXISTING AND IMPORTED SOIL FOR PLANTING AREAS SHALL BE FREE FROM CHEMICALS, CONSTRUCTION DEBRIS AND TRASH, ROCKS AND OTHER MATERIAL LARGER THAN ONE INCH IN DIAMETER.
7. STEEL EDGING PLACEMENT SHALL BE REVIEWED BY LANDSCAPE ARCHITECT PRIOR TO FINAL INSTALLATION. PROVIDE AN ALLOWANCE OF 5 PERCENT OF THE TOTAL LINEAL FOOTAGE OF EDGING TO BE CONSTRUCTED DURING THE PROGRESS OF WORK, AS MAY BE DIRECTED BY THE LANDSCAPE ARCHITECT, IN ADDITION TO ALL EDGING INDICATED ON THE DRAWINGS.
8. APPLY GRANULAR PRE–EMERGENT WEED CONTROL TO AREAS TO RECEIVE SHRUBS, GROUNDCOVERS, AND NON–LAWN ORNAMENTAL PLANTING AFTER INCORPORATING SOIL AMENDMENTS. THE CONTRACTOR SHALL PLACE SHREDDED HARDWOOD MULCH AT ALL LANDSCAPED ISLANDS NOT RECEIVING SOD.
9. PLANT QUANTITIES ARE SHOWN FOR THE CONVENIENCE TO THE CONTRACTOR. IF THERE ARE DISCREPANCIES BETWEEN THE PLAN AND NOTES, THE PLANS SHALL GOVERN.
10. ALL PLANTED AREAS TO BE AMENDED PER AN AGRICULTURAL/SOIL SUITABILITY TEST, PAID FOR BY OWNER. FOR BID PURPOSES CONTRACTOR SHALL ESTIMATE SPREADING SOIL AMENDMENT AT THE RATE OF 6 CUBIC YARDS PER 1,000 SQUARE FEET. TILL INTO THE TOP OF SOIL TO A MINIMUM DEPTH OF 6". RAKE TO A SMOOTH, EVEN SURFACE PER THE GRADING PLANS.

SEED AND SOD NOTES

1. SOD SHALL BE A FIRST–CLASS REPRESENTATION OF SPECIFIED SPECIES. SOD SHALL RECEIVE FERTILIZER AT THE RATE OF 9 POUNDS NITROGEN (N2) AND 24 POUNDS PHOSPHORIC ACID (P205) PER 1000 SQUARE YARDS AND IN ACCORDANCE WITH THE CITY OF OMAHA "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION," 2014 EDITION AND ANY CURRENT REVISION OR AMENDMENTS THERETO SHALL APPLY.
2. MAINTENANCE: BEGIN MAINTENANCE OF ALL SOD AND SEED AREAS IMMEDIATELY FOLLOWING INSTALLATION. MAINTENANCE TO INCLUDE WATERING, WEEDING, AND MOWING. MOW WHEN TURF HAS GROWN TO A HEIGHT BETWEEN 3 AND 4 INCHES. MOW TO A HEIGHT OF 2 TO 2–1/2 INCHES. REMOVE AND REPLACE SODDED AREAS THAT FAIL TO SURVIVE. MAINTENANCE PERIOD TO BE 30 DAYS. CONTRACTOR TO NOTIFY OWNER ONE WEEK PRIOR OF THE CONCLUSION OF THE MAINTENANCE PERIOD.
3. LAWN AND TURF SEED, WHETHER IRRIGATED OR NON–IRRIGATED, SHALL BE INTERAGENCY BLUETAG CERTIFIED AND SHALL HAVE A MINIMUM GERMINATION RATE OF NINETY (90) PERCENT AND A PURITY OF NINETY–EIGHT (98) PERCENT, SEE SURFACE RESTORATION SCHEDULE.
4. ALL SEEDED AREAS SHALL RECEIVE FERTILIZER AND EROSION CONTROL MATTING CONFORMING TO THE REQUIREMENTS OF THE CITY OF OMAHA STANDARD SPECIFICATIONS FOR PUBLIC WORKS, SEE SURFACE RESTORATION SCHEDULE.
5. RESEEDING AND/OR RESODDING FOR DISTURBED AREAS OUTSIDE OF CONSTRUCTION LIMITS: THE CONTRACTOR WILL RESEED AND/OR RESOD ALL AREAS DISTURBED DURING THE COURSE OF CONSTRUCTION. THIS ITEM WILL NOT BE PAID FOR SEPARATELY, BUT WILL BE CONSIDERED INCIDENTAL TO THE PLANTING OF NEW VEGETATION.

SCARIFIED AND CONDITIONED SOIL NOTES

1. ALL NON–PAVED AND NON–BUILDING DISTURBED AREAS SHALL BE SCARIFIED BY COMPLETELY BREAKING UP THE SOIL TO A MINIMUM DEPTH OF 12".
2. TILL AND CONDITION TOP 6" OF ALL MULCHED PLANTING BEDS.
3. USE AN ORGANIC COMPOST MEETING THE REQUIREMENTS SPECIFIED BELOW.
4. A THREE INCH DEEP LAYER OF COMPOST SHALL BE PLACED ON TOP OF ALL PLANTING BEDS.
5. THE COMPOST SHALL BE TILLED INTO THE EXISTING SOIL TO A DEPTH OF SIX INCHES.

COMPOST

USE A COMPOST MEETING THE REQUIREMENTS OF THIS SECTION. MATERIAL SHALL BE WELL COMPOSTED, FREE OF WEED SEEDS AND STABILIZED WITH REGARD TO OXYGEN CONSUMPTION AND CARBON DIOXIDE GENERATION. COMPOST SHALL HAVE A MOISTURE CONTENT THAT HAS NO VISIBLE FREE WATER OR DUST PRODUCED WHEN HANDLING THE MATERIAL. ONE HUNDRED PERCENT OF THE MATERIAL MUST PASS THROUGH A HALF INCH SCREEN. MANUFACTURED INERT MATERIAL SHALL BE LESS THAN 1.0% BY WEIGHT.

	MIN.	MAX.
ORGANIC MATTER CONTENT	35%	65%
C/N RATIO	–	25:1
PH	6.0	8.0
BULK DENSITY (LBS/CF)	40	50

LAMP RYNEARSON
14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

0 30 60

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

PLANTING PLAN

STRECK, INC. (HARRISON HILLS FACILITY)
CITY OF LA VISTA, SARPY COUNTY, NEBRASKA

REVISIONS

DESIGNER / DRAFTER
M. SHARP / J. DENNELL

DATE

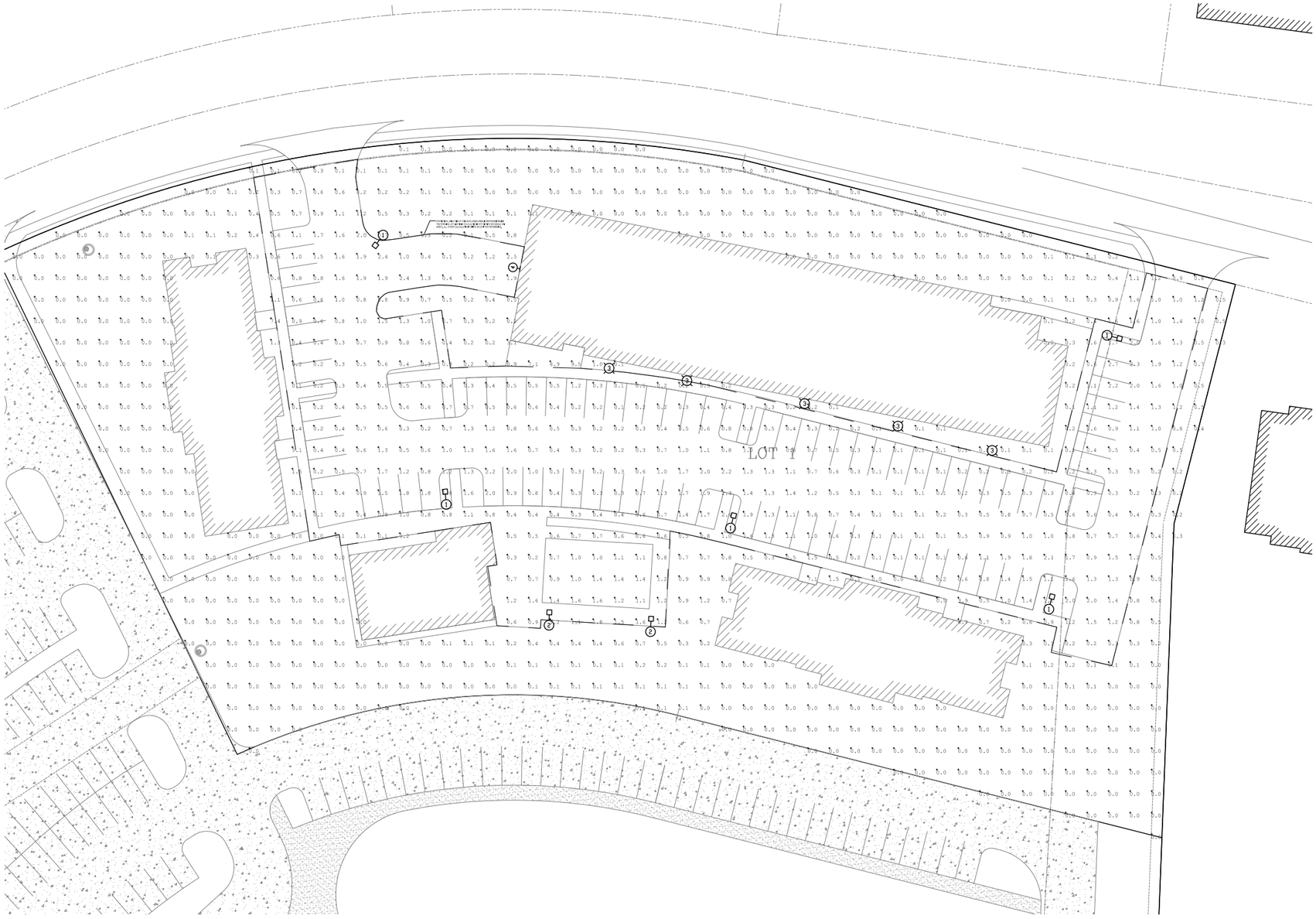
PROJECT NUMBER
0118087.05–093

BOOK AND PAGE

SHEET
1 OF 2

Exhibit D

L:\Engineering\0118087 Streck Lot 2\DRAWINGS\CONSTRUCTION DRAWINGS\0118087-Proj-LS-01.dwg, 7/22/2021 10:43:39 AM, JAMIE DENNELL, LAMP RYNEARSON



SITE LIGHTING SCHEDULE

FIXT #	MANUFACTURER	CATALOG NO. - NOTE 1	BEAM DIST.	LAMP DATA SIZE	LAMP DATA TYPE	VOLTAGE	QTY. PER POLE	POLE DESCRIPTION TYPE (SEE NOTE 2)	POLE DESCRIPTION MNTG	POLE DESCRIPTION HT. (FT.)	DESCRIPTION	REMARKS
1	HUBBELL	OCLP SR FLR 72L 700 4KT 4V DBS XX CL SLC UNV	IV	39000LM	LED	120V	1	XXX	DBS	20	SINGLE POLE HEAD	--
2	HUBBELL	OCLP SR FLR 72L 33S 4KT 4V DBS XX CL SLC UNV	IV	33000LM	LED	120V	1	XXX	DBS	20	SINGLE POLE HEAD	--
3	HUBBELL	CREO P 36-CO-FLAT 36LED-NW XX XX XX	X	10000LM	LED	120	1	XXX	X	3	BOLLARD	--
4	LITHONIA	WDGE2 LED P3 40K 80CRI VW MVOLT XX	VW	3000LM	LED	120	--	--	--	11	EXT. WALL PACK	--

NOTES:
1. CONTRACTOR SHALL VERIFY LIGHT FIXTURE CATALOG NUMBER & INSTALLATION REQUIREMENTS PRIOR TO ORDERING.
2. POLE TYPE DESCRIPTION: SSS = SQUARE STRAIGHT STEEL, STS = SQUARE TAPERED STEEL, RSS = ROUND STRAIGHT STEEL, RTS = ROUND TAPERED STEEL, SSA = SQUARE STRAIGHT ALUMINUM, STS = SQUARE TAPERED STEEL, RSA = ROUND STRAIGHT ALUMINUM, RTA = ROUND TAPERED ALUMINUM

PARKING LOT LIGHTING CALCULATION STATISTICS

AVERAGE FOOTCANDLES	1.39
MAXIMUM FOOTCANDLES	6.2
MINIMUM FOOTCANDLES	0.1
MAXIMUM TO MINIMUM RATIO	62:1
AVERAGE TO MINIMUM RATIO	13.9:1

NOTES:
1. CALCULATIONS ARE BASED ON FIXTURE TYPE SCHEDULED. IF FIXTURE OTHER THAN THOSE SPECIFIED IS PROVIDED, THE MANUFACTURER SHALL PROVIDE A DETAILED POINT-BY-POINT CALCULATION TO VERIFY COMPLIANCE WITH LOCAL STREET AND PARKING LOT LIGHTING GUIDELINES.
2. CALCULATIONS DO NOT INCLUDE CONTRIBUTIONS FROM STREET OR EXISTING LIGHT FIXTURES. ACTUAL FOOTCANDLE LEVELS MAY VARY DEPENDING ON LOCATIONS AND QUANTITIES OF FIXTURES OUTSIDE OF PROPERTY LINE.

AGENCY APPROVAL

Exhibit E

No.	Description	Date

STRECK

STRECK HOUSING

SITE LIGHTING CALCULATIONS

HBA
HOLLAND BASHAM ARCHITECTS
119 SOUTH 49TH AVENUE
OMAHA, NEBRASKA 68132
(402)551-0800

PRELIMINARY
NOT FOR CONSTRUCTION
1/25/21

PROJECT: 20084
DATE: 1/25/21

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SHEET: E1.10

Exhibit F



SOUTH ELEVATION

0' 2' 4' 8' 16'



NORTH ELEVATION

0' 2' 4' 8' 16'



WEST ELEVATION

0' 2' 4' 8' 16'



EAST ELEVATION

0' 2' 4' 8' 16'

MATERIALS

BRICK-1: NORMAN FACE BRICK - ENDICOTT, MANGANESE IRONSPOT, SMOOTH
FC-1: FIBER CEMENT REVEAL PANEL SYSTEM - JAMES HARDIE
FC-2: FIBER CEMENT TRIM - JAMES HARDIE
FC-3: FIBER CEMENT FASCIA - JAMES HARDIE
FC-4: FIBER CEMENT REVEAL PANEL SYSTEM - JAMES HARDIE
FC-5: FIBER CEMENT LAP SIDING - JAMES HARDIE
MET-1: PREFIN ALUMINUM COPING SYSTEM
MET-2: PREFIN ALUMINUM FLASHING, DOWNSPOUT, SCUPPER, & FASCIA
COMP-1: COMPOSITE DECKING & FASCIA - TREX
RAIL-1: PREFIN ALUMINUM GUARDRAIL SYSTEM
MP-1: FLUTED FASCIA METAL PANEL SYSTEM - BERRIDGE
MP-2: METAL PANELS - TBD
ACM-1&2: ALUMINUM COMPOSITE PANELS W/ RAINSCREEN CLIP SYSTEM
CONC-1: CAST IN PLACE CONCRETE - RUBBED FINISH & ACID ETCHED
CS-1: PRECAST CONCRETE SILL
HPC-1&2: HIGH PERFORMANCE COATING SYSTEM - TNEMEC
WIN-1: FIBERGLASS WINDOWS W/ LOW-E GLASS - PELLA
ALSF-1: ALUMINUM STOREFRONT FRAMING W/ 1" INSULATED, LOW-E GLAZING
CW-1: ALUMINUM CURTAIN WALL SYSTEM W/ 1" INSULATED, LOW-E GLAZING
ROOF-1: PREFIN STANDING SEAM METAL ROOFING SYSTEM
LT-A: DECORATIVE LED WALL SCONCE - TBD
LT-B: CONTINUOUS LED COVE LIGHTING - TBD

Draft

Issue Date: 12/23/2020
Project Number: 20084
Design Phase: SCHEMATIC DESIGN

BURLINGTON CAPITAL - STRECK HOUSING

BUILDING 'A' ELEVATIONS

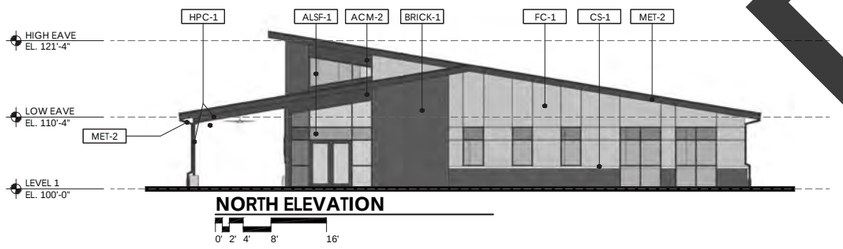
HOLLAND BASHAM ARCHITECTS

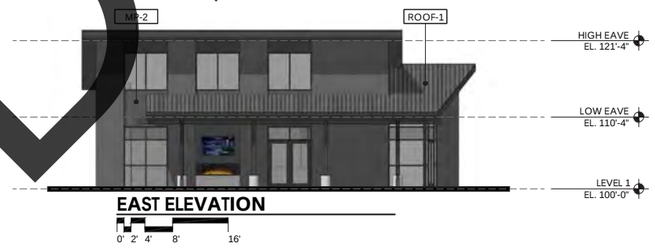


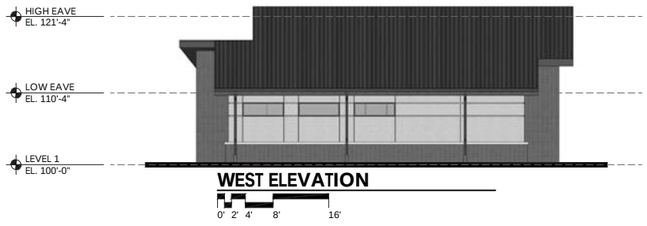














Draft

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LT-B: CONTINUOUS LED COVE LIGHTING - TBD

ITEM F

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 16, 2021 AGENDA

Subject:	Type:	Submitted By:
AUDITED COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDING SEPTEMBER 30, 2020	◆RESOLUTION ORDINANCE RECEIVE/FILE	CINDY MISEREZ FINANCE DIRECTOR

SYNOPSIS

A resolution has been prepared to accept the following reports:

- The Comprehensive Annual Financial Report (Annual Report) for the fiscal year ending September 30, 2020, including the independent auditor's report
- The Financial Report for the Economic Development Fund – LB840, including the independent auditor's report
- The Schedule of Expenditures of Federal Awards and the auditor's Report on Compliance with Government Auditing Standards.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

The Annual Report, while facilitating transparency and full disclosure, goes beyond the minimum requirements of generally accepted accounting principles to not only assess the financial health of the City but to ensure that users of the financial statements have the information they need to do so themselves. The transmittal letter, management discussion and analysis, required supplementary information and statistical section enhance the presentation of the financial statements and note disclosures.

The Government Finance Officers Association (GFOA) awarded a Certification of Achievement for Excellence in Financial Reporting (COA) to the City of La Vista for its Annual Report for the fiscal year ended September 30, 2019. This is the first year the City has achieved this prestigious award. A Certificate of Achievement is valid for a period of one year only. We believe that our current Annual Report will meet the COA Program's requirements and will once again submit it to the GFOA to determine its eligibility.

The certified public accountants, Bergan KDV, LLP have submitted to the City their *Independent Auditor's Report (included in the Annual Report)*, the *Schedule of Expenditures of Federal Awards* and the *Report on Compliance with Government Auditing Standards*. The auditor's reports state that the City's financial statements were tested and present fairly, in all material respects, the financial position of the City and disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE MUNICIPAL AUDIT FOR THE TWELVE MONTHS ENDING SEPTEMBER 30, 2020 AS PREPARED BY THE AUDITING FIRM OF BERGAN KDV, LLP, OMAHA, NEBRASKA.

WHEREAS, the City of La Vista has contracted with the firm of Bergan KDV, LLP, Omaha, Nebraska, to complete an audit of the City's municipal operations for the twelve months ending September 30, 2020; and

WHEREAS, Bergan KDV, LLP has completed said audit and provided copies of their findings;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that the municipal audit for the twelve months ending September 30, 2020 is hereby accepted and approved.

PASSED AND APPROVED THIS 16TH DAY OF MARCH 2020.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, CMC
City Clerk

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Comprehensive Annual Financial Report

FOR THE FISCAL YEAR ENDED

SEPTEMBER 30, 2020



CITY OF LA VISTA, NEBRASKA

City of La Vista, Nebraska

Comprehensive Annual Financial Report

For the Fiscal Year Ended

September 30th, 2020

Prepared by:

The Finance Department

TABLE OF CONTENTS

INTRODUCTORY SECTION

Listing of Officials v
Transmittal Letter 1
Certificate of Achievement in Financial Reporting 6
City of La Vista Organizational Chart 7

FINANCIAL SECTION

Independent Auditor's Report 11
Management's Discussion and Analysis 13

Basic Financial Statements

Government-Wide Financial Statements
- Statement of Net Position 28
- Statement of Activities 29

Fund Financial Statements
- Balance Sheet – Governmental Funds 32
- Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position - Governmental Activities 33
- Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds 34
- Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities - Governmental Activities 35

Proprietary Funds Financial Statements
- Statement of Net Position 36
- Statement of Revenues, Expenses, and Changes in Net Position 37
- Statement of Cash Flows 38

Notes to Financial Statements
- Note 1. Summary of Significant Accounting Policies 40
- Note 2. Budget and Budgetary Accounting 45
- Note 3. Deposits and Investments 46
- Note 4. Disclosures About Fair Value of Assets and Liabilities 47
- Note 5. Receivables 47
- Note 6. Capital Assets and Depreciation 48
- Note 7. Short-term Liabilities 49
- Note 8. Long-term Liabilities 50

TABLE OF CONTENTS

FINANCIAL SECTION (Continued)

Notes to Financial Statements (Continued)

Note 9. Interfund Balances and Activity 53
Note 10. Retirement Plans 53
Note 11. Risk Management 54
Note 12. Commitments and Contingencies 54
Note 13. Interlocal Agreements 55
Note 14. Tax Abatements 56
Note 15. Prior Period Adjustment 56

Required Supplementary Information

Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual (Budget Basis) – General Fund 58
Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual (Budget Basis) – Keno Fund 59
Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual (Budget Basis) – Police Academy Fund 60
Notes to Required Supplementary Information 61

Other Supplementary Information

Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual (Budget Basis) – Debt Service Fund 64
Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual (Budget Basis) – Capital Improvement Fund 65
Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual (Budget Basis) – Economic Development Fund 66
Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual (Budget Basis) – 84th Street Redevelopment Fund 67

STATISTICAL SECTION

Net Position by Component [Table 1] 72
Changes in Net Position [Table 2] 74
Fund Balances of Governmental Funds [Table 3] 78
Changes in Fund Balances of Governmental Funds [Table 4] 80
Total City Taxable Sales [Table 5] 82
Total City Sales Tax Rates Direct and Overlapping Governments [Table 6] 83
Net Taxable Sales by Business Classification [Table 7] 84

TABLE OF CONTENTS

STATISTICAL SECTION (CONTINUED)

Assessed and Estimated Actual Value of Taxable Property [Table 8] 85
Property Tax Rates-Direct and Overlapping Governments [Table 9] 86
Principal Property Taxpayers [Table 10] 87
Property Tax Levies and Collections [Table 11] 88
Ratios of Outstanding Debt by Type [Table 12] 90
Ratios of General Bonded Debt Outstanding [Table 13] 92
Direct and Overlapping Governmental Activities Debt [Table 14] 93
Pledged Revenue Coverage [Table 15] 94
Demographic and Economic Statistics [Table 16] 95
Principal Employers of Sarpy County [Table 17] 96
Full-Time Equivalent City Governmental Employees by Function [Table 18] 97
Operating Indicators by Function [Table 19] 98
Capital Asset Statistics by Function [Table 20] 99

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City of La Vista, Nebraska

List of Elected and Appointed Officials
September 30, 2020

Elected Officials

Mayor

Douglas Kindig

City Council

Ward I
Kim Thomas, Council President
Mike Crawford

Ward II
Terrilyn Quick
Ron Sheehan

Ward III
Alan Ronan
Deb Hale

Ward IV
Kelly Sell
Jim Frederick

Appointed Officials

City Administrator	Brenda Gunn
Chief of Police	Bob Lausten
City Attorney	Tom McKeon (FSBB, PC,LLO)
City Clerk	Pam Buethe
City Engineer	Pat Dowse
Director of Public Works	Joe Soucie
Finance Director	Cindy Miserez

Executive Management Team

City Administrator	Brenda Gunn
Assistant City Administrator	Rita Ramirez
Chief of Police	Bob Lausten
Director of Administrative Services	Kevin Pokorny
Director of Public Works	Joe Soucie

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March 3, 2021

Honorable Mayor, City Council,
and Residents of La Vista, Nebraska

The Comprehensive Annual Financial Report of the City of La Vista, Nebraska (the "City," "La Vista," or "City of La Vista") for the fiscal year ended September 30, 2020 is hereby submitted. State law requires cities to issue, within six months of fiscal year end, a set of audited financial statements. This report fulfills this requirement for the fiscal year ended September 30, 2020.

Responsibility for both the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with the management. In developing and evaluating the City's accounting system, consideration is given to the adequacy of internal accounting controls. Internal accounting controls are designed to provide reasonable, but not absolute, assurance regarding the safeguarding of assets against loss, theft, or misuse, and to ensure the reliability of financial records for preparing financial statements in accordance with accounting principles generally accepted in the United States of America ("GAAP") and maintaining accountability of assets. The concept of reasonable assurance recognizes that (1) the cost of control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

As a recipient of federal, state, and local financial assistance, the City is also responsible for ensuring than an adequate internal control structure is in place to ensure and document compliance with applicable laws and regulations related to these programs.

To the best of management's knowledge and belief, the enclosed data are accurate in all material respects and reported in a manner designed to present fairly the financial position and financial activities of the City. All disclosures necessary to enable the reader to gain an understanding of the government's financial activities as specified by all currently effective statements of the Governmental Accounting Standards Board have been included.

The City's financial statements have been audited by Bergan KDV LLC, a firm of licensed certified public accountants. The goal of the independent audit is to provide reasonable assurance that the financial statements of the City for the fiscal year ended September 30, 2020 are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified ("clean") opinion that the City's financial statements for the fiscal year ended September 30, 2020 are fairly presented in accordance with generally

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

Community Development
8116 Park View Blvd.
402.593.6400 P
402.593.6445 F

Library
9110 Giles Rd.
402.537.3900 P
402.537.3902 F

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

Public Works
9900 Portal Rd.
402.331.8927 P
402.331.1051 F

Recreation
8116 Park View Blvd.
402.331.3455 P
402.331.0299 F

CityofLaVista.org

accepted accounting principles ("GAAP"). The independent auditor's report is presented as the first component of this report.

Generally accepted accounting principles that require management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis ("MD&A"). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found in the Financial Section immediately following the Independent Auditor's Report.

CITY PROFILE

Just south of the faint boundaries of Omaha, everyday priorities are clearer. The newest city in the greater Omaha region, La Vista is a special place experiencing remarkable growth and flourishing with opportunity. From modest beginnings in 1960 as a subdivision of 335 homes, La Vista has grown to become a dynamic and progressive community of more than 18,000 and one of the fastest growing cities in Nebraska. La Vista is in the middle of a metro area bordered by Omaha and Ralston on the north, Papillon on the south, Bellevue on the east, and by Interstate 80 on the west.

La Vista is a thoughtful, ambitious, family-friendly community, with tight-knit relationships and timeless traditions, while also offering the opportunities of a large city. Its inviting neighborhoods feature well-kept homes abutting tree-lined streets. The City offers an exceptional quality of life in a great suburban environment, and the people who live and work in La Vista are truly proud of their community.

Driven by a reputation for progressive thinking, La Vista always keeps an eye on what's next. And this vision amounts to more than a plan on paper – it leads to action in the real world. La Vista's commercial and industrial districts, with solid infrastructure and a convenient location, are undergoing impressive development and redevelopment.

For everyone in this fast-changing community, opportunities to build social connections and business ideas are materializing at the perfect time. La Vista is a community that strives for those new ideas and solutions for each of us while never forgetting those small gestures that connect all of us.

The City of La Vista operates under the Mayor-Council form of government. The Mayor is elected at large to a four-year term, and eight City Council members are elected from four dual-member wards to staggered four-year terms. The Mayor, with confirmation from the City Council, appoints a professional City Administrator and certain other officials as provided in the La Vista Municipal Code. The City Administrator manages the day-to-day operations of the City. The organization is streamlined under four senior directors, who have responsibility for the following function areas: Public Safety, Public Works, Community Services, and Administrative Services.

The Council is required to adopt either a final one-year or a biennial budget by no later than September 20 of the prior fiscal year. A biennial budget is adopted each even numbered year for the following two years. The budget can be amended with Council approval as needed throughout the biennial period. In the odd numbered years, the biennial budget is reviewed for a possible

amendment. The FY19 – FY20 Biennial Budget marks the City's second biennial budget. The biennial budget serves as the foundation for the City's financial planning and control. The City's legal level of budget control is at the fund level. The budget is prepared by fund and department. The City may reallocate expenditures between departments as long as the total expenditures within the fund do not exceed the adopted appropriation. Department directors may transfer resources within a department as they see fit. Transfers between departments or additional fund appropriations need special approval from the City Council. In addition to the biennial budget, the City projects three additional years for purposes of monitoring fund balances and financial stability.

LOCAL ECONOMY

In recent years, La Vista has grown into a regional destination by welcoming Cabela's, Costco, Alamo Drafthouse, and the Embassy Suites Hotel & Conference Center to Southport, which also contains more than 600 hotel rooms. La Vista's corporate community also includes Verizon Media (Yahoo!), PayPal, Streck Laboratories, Oriental Trading Co., Rotella's, and Securities America, among many others.

La Vista's diverse and high-quality housing stock provides a wide range of residential options. With 17 parks, a premier 62-acre sports complex, swimming pool, community center, youth and senior recreation programs, and an outstanding public library, leisure time opportunities abound.

Elementary and secondary education is provided through Papillion La Vista Community Schools, the fourth largest school district in the State, and the Omaha Catholic Archdiocese, which operates schools in adjoining Ralston and Papillion. Pre-kindergarten education is available through the private Primrose Academy and two Montessori Schools.

La Vista residents enjoy exceptional higher education opportunities as well. The University of Nebraska at Omaha (UNO), Creighton University, and Bellevue University are easily accessible locally. Metropolitan Community College's Sarpy Center is located in La Vista, and the University of Nebraska at Lincoln is only 45 minutes away. The overall quality of life in the City of La Vista was rated as "excellent" or "good" by 90% of respondents to the 2019 National Community Survey. 94% of respondents reported that they plan to remain in La Vista for the next five years.

LONG-RANGE FINANCIAL PLANNING

On September 20, 2011 the City Council approved a General Fund Cash Reserve Policy to ensure that the General Fund Reserve balance is accumulated and maintained to protect the stability of tax rates, fiscal solvency, and creditworthiness of the City. The policy establishes a reserve up to 25% of the year's General Fund operating expenditure budget. Based on the fiscal 2020 budget and the unassigned cash balance in the General Fund at September 30, 2020, the operating cash reserve is 53%. The excess reserve primarily relates to the state sales and use tax reserve associated with the State of Nebraska economic development incentive programs and a State of Nebraska CARES Act grant for public safety salaries and benefits. Additionally, the COVID-19 pandemic's effect on the economy encouraged reduction of selected expenditures in anticipation of reduced impacted revenues.

The City maintains a five-year Capital Improvement Program to establish a proactive approach to sustain and improve the community's infrastructure. The plan is updated annually in conjunction with the budget process. The plan establishes priorities and funding of capital investments, which the City of La Vista should make to assure its continued economic viability and to protect public health and safety. The first and second years of the plan are adopted as the capital budget.

MAJOR INITIATIVES

Corridor 84 is a major redevelopment initiative currently underway along a major north-south corridor in the heart of the City. A private developer is constructing a mixed-use district consisting of residential, commercial/retail, office, and entertainment components, along with a state-of-the-art indoor/outdoor performance and entertainment venue. This area has been named City Centre. In conjunction with this project, the City is constructing public infrastructure that supports the development including streets, sewers, parking facilities, and public plaza spaces. The City is also in the process of transforming what was an adjacent golf course into a regional recreation area that connects to the City's existing Central Park. The transformation includes a large lake and trails and amenities planned include restrooms, shelters, play areas and more. Additional planned corridor improvements include a bridge and pedestrian underpass to connect the east and west sides of the community and streetscape improvements that will integrate pedestrian pathways, lighting, landscaping, and signage improvements to clearly identify the La Vista community. The City's infrastructure projects are included in the five-year Capital Improvement Program (CIP) and long-range operational needs, such as staffing and maintenance, are ongoing discussions and budget considerations.

The City is implementing a brand identity strategy, which was developed through a research-based process that included community involvement. The brand strategy captures the community and organization's essence and lays out a multi-faceted action plan to implement programs, initiatives, and messaging in order to present a consistent image of the City to its residents, businesses, visitors, and potential investors and developers.

ACKNOWLEDGEMENTS

The Government Finance Officers Association (GFOA) awarded a Certification of Achievement for Excellence in Financial Reporting to the City of La Vista for its comprehensive annual financial report for the fiscal year ended September 30, 2019. This is the first year the City has achieved this prestigious award. In order to be awarded a Certificate of Achievement, the government had to publish an easily readable and efficiently organized annual report that satisfied both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current annual report will meet the Certificate of Achievement Program's requirements and will once again submit it to the GFOA to determine its eligibility for a certificate.

The preparation of this report on a timely basis could not be accomplished without the efficient and dedicated services of the Finance Department. I would like to express my appreciation to all members of the departments who assisted and contributed to its preparation. I would also like to

thank the Mayor and members of the City Council for their interest and support in planning and conducting the financial operations of the City in a responsible and progressive manner.

Respectfully submitted,



Brenda S. Gunn
City Administrator



Cindy Miserez, CGFM, MBA
Finance Director

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

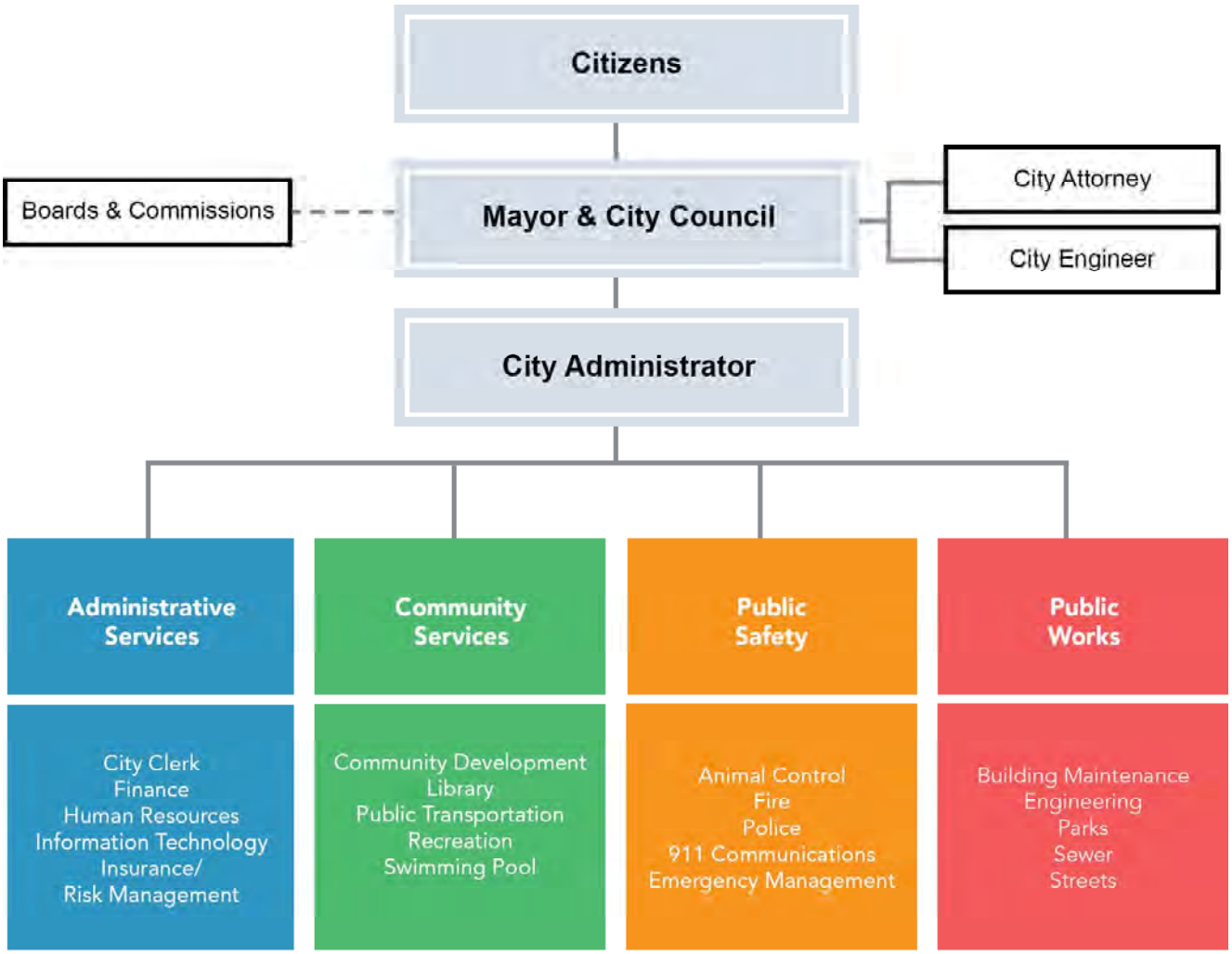
City of La Vista
Nebraska

For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

September 30, 2019



Executive Director/CEO


Citizens
Boards & Commissions
Mayor & City Council
City Attorney
City Engineer
City Administrator
Administrative Services
Community Services
Public Safety
Public Works
City Clerk
Finance
Human Resources
Information Technology
Insurance/
Risk Management
Community Development
Library
Public Transportation
Recreation
Swimming Pool
Animal Control
Fire
Police
911 Communications
Emergency Management
Building Maintenance
Engineering
Parks
Sewer
Streets

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FINANCIAL SECTION

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Independent Auditor's Report

Honorable Mayor and Members
of the City Council
City of La Vista
La Vista, Nebraska

Report on the Financial Statements
We have audited the accompanying financial statements of the governmental activities, the business-type activities and each major fund of the City of La Vista, Nebraska, as of and for the year ended September 30, 2020, and the related notes to financial statements, which collectively comprise the City's basic financial statements as listed in the Table of Contents.

Management's Responsibility for the Financial Statements
The City of La Vista's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions
In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, and each major fund of the City of La Vista, Nebraska, as of September 30, 2020, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters
Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, which follows this report letter, and the Required Supplementary Information as listed in the Table of Contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB), who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of La Vista's basic financial statements. The introductory section, other supplementary information, and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The introductory section, other supplementary information, and statistical section have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*
In accordance with *Government Auditing Standards*, we have also issued our report dated March 3, 2021, on our consideration of the City of La Vista's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of La Vista's internal control over financial reporting and compliance.

BerganKDV, LLC

Omaha, Nebraska
March 3, 2021

MANAGEMENT'S DISCUSSION AND ANALYSIS FOR THE YEAR ENDED SEPTEMBER 30, 2020

This section of the City of La Vista, Nebraska (The "City" or "City of La Vista") comprehensive annual financial report offers readers of the City's financial statements a narrative overview and analysis of the City's financial activities as a whole for the fiscal year ended September 30, 2020. Please consider this discussion in conjunction with the additional information provided in the Letter of Transmittal and the activities reflected in the City's financial statements.

Financial Highlights

- The assets and deferred outflows of the City exceeded its liabilities and deferred inflows of resources at September 30, 2020, by $65.7 million. Of this amount, $11.3 million is unrestricted and may be used to meet the government's ongoing obligations to citizens and creditors.
- The City's total net position increased by $4.5 million, or 7.4% from the prior year. Of this amount, $3.9 million, or 87%, is related to governmental activities and $0.6 million, or 13%, is related to business-type activities.
- As of September 30, 2020, the unassigned fund balance for the General Fund was $9.1 million or 54% of total operating General Fund expenditures. As of September 30, 2019 the corresponding fund balance amount was $7.8 million or 47% of total operating General Fund expenditures.
- The City's total bonded debt decreased by $3.8 million, or 8.8% during the current fiscal year.
- As of September 30, 2020, the City's general obligation bond rating from Moody's Investor Service is Aa3.
- The City's cash balance as of September 30, 2020, is $17,526,381.

Overview of the Financial Statements

The City's financial statements are prepared in accordance with accounting principles established by the Governmental Accounting Standards Board ("GASB").

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements.

The basic financial statements include two kinds of statements which present different views of the City.

- The first two statements are government-wide financial statements that provide both long-term and short-term information about the City's overall financial status.
- The remaining statements are fund financial statements that focus on individual parts of the City government, reporting the City's operations in more detail than the government-wide statements.
    - The governmental fund statements indicate how general governmental services such as public safety were financed in the short-term as well as what remains for future spending.
    - Proprietary fund statements offer short and long-term financial information about the activities the government operates like businesses, such as the sewer system.

The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of required supplementary information and other supplementary information which include fund budgetary comparisons. These statements further explain and support the information in the financial statements.

Government-Wide Statements

The government-wide statements report information about the City as a whole using accounting methods similar to those used by private-sector companies. The Statement of Net Position includes all the government's assets and liabilities. All of the current year's revenues and expenses are accounted for in the Statement of Activities regardless of when cash is received or paid.

The two government-wide statements on pages 28 and 29 report the City's net position and how they have changed.

The Statement of Net Position presents the difference between the City's assets and deferred outflows of resources and liabilities and deferred inflows of resources.

- Over time, increases or decreases in the City's net position are an indicator of whether its financial health is improving or deteriorating, respectively.
- To assess the overall health of the City one needs to consider additional non-financial factors such as changes in the City's property tax base and the condition of the City's capital assets.
- The City's certified valuation for fiscal year 2020 was $1,651,417,826 compared to $1,542,141,658 for fiscal year 2019. This equates to a 7.1% increase in overall valuation. The County Assessor's certified growth for fiscal year 2020 was $15.5 million which reflects growth in new construction.

The Statement of Activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event of the change occurs, regardless of the timing of related cash flows. This is the accrual basis of accounting. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal months (e.g., uncollected taxes and earned but unused vacation leave).

The government-wide financial statements of the City are divided into two categories:

- Governmental activities - Most of the City's basic services are included here. This includes police, streets, fire, library, planning, building inspection, parks, recreation departments, and general administration. Property and sales taxes, charges for services, and state and federal grants finance most of these activities.
- Business-type activities - The City charges fees to customers to help it cover the costs of certain services it provides. The City's sewer system is currently the only business type activity.

Fund Financial Statements

The fund financial statements provide more detailed information about the City's funds - not the City as a whole. Funds are accounting devices that the City uses to keep track of specific sources of funding and spending for particular purposes.

- Some funds are required by state law and bond covenants.
- The City Council establishes other funds to control and manage money for particular purposes.

The City has two types of funds:

Governmental Funds - Most of the City's basic services are included in governmental funds, which focus on (1) how cash and other financial assets that can readily be converted to cash and (2) the balances left at year-end that are available for spending. Consequently, the governmental funds statements provide a detailed short-term view which helps determine whether there are greater or fewer financial resources which can be spent in the near future to finance the City's programs. Because this information does not encompass the additional long-term focus of the government-wide statements, a reconciliation to the Statement of Activities is provided which explains the relationship (or differences) between them. By comparing the governmental activities in the government-wide financial statements the reader may better understand the long-term impact of the government's near-term financing decisions.

Fund information is presented separately in the governmental fund Balance Sheet and in the governmental fund Statement of Revenues, Expenditures, and Changes in Fund Balance Statement.

The basic governmental fund financial statements can be found on pages 32 through 35 of this report.

The City adopts a biennial appropriated budget for all its funds. A budgetary comparison statement has been provided for the General Fund, Keno Fund, and Police Academy Funds to demonstrate compliance with this budget. These statements can be found on pages 58 through 60 of this report. For other legally adopted fund budgets, these statements can be found on pages 64 through 67 of this report.

Proprietary funds - Services for which the City charges customers a fee are generally reported in proprietary funds. Proprietary funds, like the government-wide statements, provide both long and short-term financial information. In fact, the City's enterprise fund (one type of proprietary fund) is the same as its business-type activities, but provides more detail and additional information, such as a Statement of Cash Flows.

The basic proprietary fund financial statements can be found on pages 36 through 38 of this report.

Notes to the Basic Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 40 through 56 of this report.

Required Supplementary Information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the City's 2020 budget information for various City funds. Required supplementary information can be found on pages 58 through 60 of this report.

Other Supplementary Information

This section contains legally adopted budget information for funds not previously included in the required supplementary information. These schedules are found on pages 64 through 67 of this report.

Financial Analysis of the City as a Whole

Net Position

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows exceeded liabilities and deferred inflows of resources by $65.7 million at September 30, 2020.

The largest portion of the City's net position (64.7%) reflects its investment in capital assets (e.g. land, infrastructure, buildings, machinery, and equipment) less any related outstanding debt to acquire those assets still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted, the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. Unrestricted net position may be used to meet the government's ongoing obligations to citizens and creditors.

Condensed Statements of Net Position
September 30, 2020 and 2019

	Governmental Activities		Business-type Activities		Total	
	2020	2019	2020	2019	2020	2019
Current and other assets	$ 24,106,373	$ 27,203,454	$ 4,689,597	$ 3,981,066	$ 28,795,970	$ 31,184,520
Capital assets	76,815,989	76,884,383	4,868,617	5,100,597	81,684,606	81,984,980
Total assets	100,922,362	104,087,837	9,558,214	9,081,663	110,480,576	113,169,500
Deferred outflows of resources	398,182	443,412	-	-	398,182	443,412
Long-term liabilities	37,558,356	41,148,541	43,369	43,782	37,601,725	41,192,323
Other liabilities	6,548,063	10,107,251	1,035,097	1,160,192	7,583,160	11,267,443
Total liabilities	44,106,419	51,255,792	1,078,466	1,203,974	45,184,885	52,459,766
Deferred inflows of resources	-	-	-	-	-	-
Net position:						
Net investment in capital assets	37,618,808	35,719,808	4,868,617	5,005,395	42,487,425	40,725,203
Restricted	11,930,359	7,197,216	-	-	11,930,359	7,197,216
Unrestricted	7,664,958	10,358,433	3,611,131	2,872,294	11,276,089	13,230,727
Total Net Position	$ 57,214,125	$ 53,275,457	$ 8,479,748	$ 7,877,689	$ 65,693,873	$ 61,153,146

An additional portion of the City's net position (18.2%) represents resources subject to external restrictions on their use. The remaining balance of unrestricted net position (17.2%) may be used to meet the government's ongoing obligations to citizens and creditors.

At the end of the current fiscal year, the City reports positive balances in all three categories of net position, both for the government as a whole, as well as for its separate governmental and business-type activities.

In addition to the General Fund departments listed on page 22, these funds are included in governmental activities expenditures:

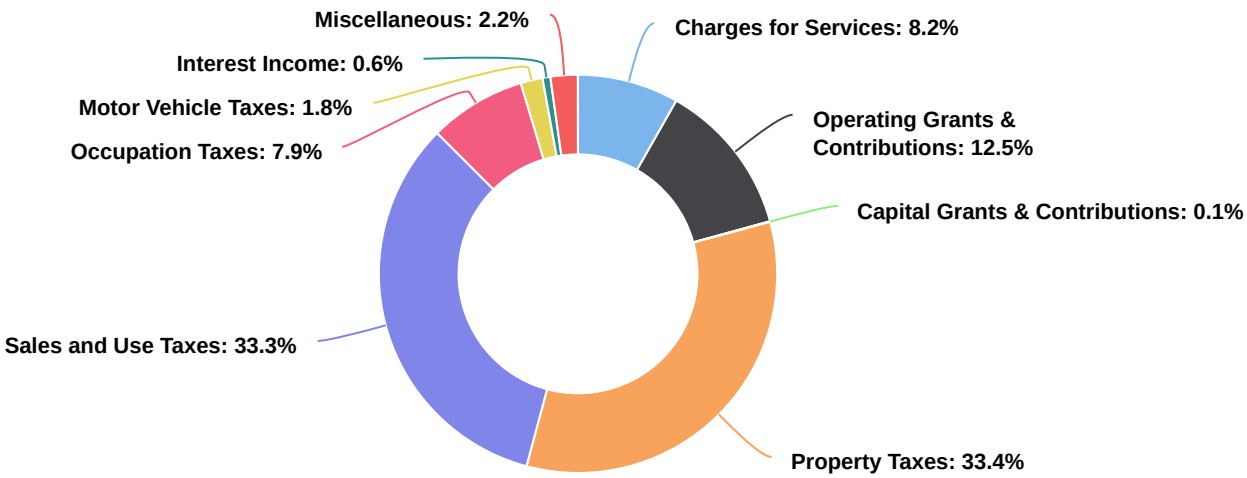
Expenditure Category	Fund
General Government	Debt Service Fund
	Keno Fund (audit expenditures)
Public Safety	Police Academy Fund
Community Betterment	Keno Fund (remaining expenditures)
Community Development	Redevelopment Fund
	Economic Development Fund

Condensed Statements of Activities
For the Year Ended September 30, 2020 and 2019

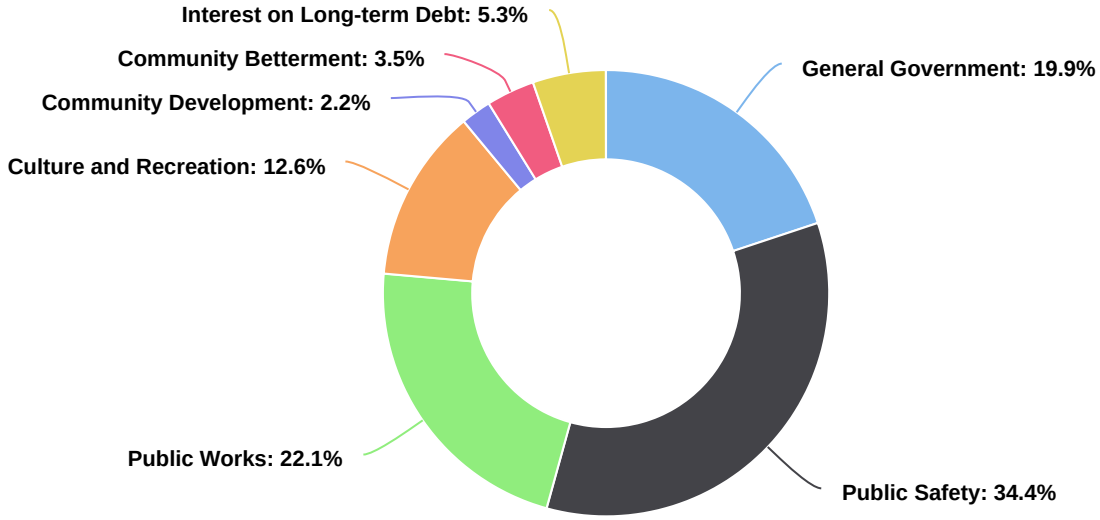
	Governmental Activities		Business-type Activities		Total	
	2020	2019	2020	2019	2020	2019
Revenues						
Program revenues						
Charges for services	$ 2,260,382	$ 2,206,116	$ 4,235,768	$ 4,203,683	$ 6,496,150	$ 6,409,799
Operating grants & contributions	3,444,103	2,411,249	-	-	3,444,103	2,411,249
Capital grants & contributions	16,789	1,014,391	-	-	16,789	1,014,391
General revenues						
Property taxes	9,201,124	8,534,805	-	-	9,201,124	8,534,805
Sales and use taxes	10,166,837	10,024,129	-	-	10,166,837	10,024,129
State sales and use tax refunds	(1,000,443)	(1,351,136)	-	-	(1,000,443)	(1,351,136)
Occupation taxes	2,160,134	1,711,471	-	-	2,160,134	1,711,471
Motor vehicle taxes	493,707	510,523	-	-	493,707	510,523
Interest income	172,046	242,470	21,508	23,395	193,554	265,865
Miscellaneous	611,522	665,769	-	-	611,522	665,769
Total Revenues	27,526,201	25,969,787	4,257,276	4,227,078	31,783,477	30,196,865
Expenditures						
General government	4,698,589	4,038,516	-	-	4,698,589	4,038,516
Public safety	8,119,378	7,605,607	-	-	8,119,378	7,605,607
Public works	5,219,650	5,016,988	-	-	5,219,650	5,016,988
Culture and recreation	2,976,833	2,699,851	-	-	2,976,833	2,699,851
Community betterment	518,484	563,462	-	-	518,484	563,462
Community development	826,912	707,573	-	-	826,912	707,573
Interest on long-term debt	1,227,687	1,333,392	-	-	1,227,687	1,333,392
Sewer	-	-	3,655,217	3,571,122	3,655,217	3,571,122
Total Expenses	23,587,533	21,965,389	3,655,217	3,571,122	27,242,750	25,536,511
Increase in Net Position Before Transfers	3,938,668	4,004,398	602,059	655,956	4,540,727	4,660,354
Transfers	-	(16,050)	-	16,050	-	-
Total Transfers	-	(16,050)	-	16,050	-	-
Increase in Net Position	3,938,668	3,988,348	602,059	672,006	4,540,727	4,660,354
Net position - beginning	53,275,457	49,287,109	7,877,689	7,205,683	61,153,146	56,492,792
Net position - ending	$ 57,214,125	$ 53,275,457	$ 8,479,748	$ 7,877,689	$ 65,693,873	$ 61,153,146

Governmental Activities

Revenues by Source - Governmental Activities



Expenses by Category - Governmental Activities



Governmental activities increased the City's net position by $3.9 million. Key elements of the $65,730 year over year decrease in net position activity are as follows:

- Operating grants and contributions increased $1,032,854 (42.8%) in fiscal year 2020 due to the Coronavirus Aid, Relief, and Economic Security Act federal grant related to reimbursement for public safety expenditures.
- Capital grants and contributions decreased $997,602 (98.3%) in fiscal year 2020, primarily due to a fiscal year 2019 reimbursement from the State of Nebraska Department of Transportation of approximately $934,000.
- Property tax receipts increased $666,319 (7.8%) in fiscal year 2020 primarily due to a 7.1% increase in the property valuations.
- Gross sales tax receipts increased by $142,708 (1.4%) in fiscal year 2020.
- State sales and use tax refunds were $350,693 less than in fiscal year 2019, reducing revenue. The Nebraska Advantage Act allows eligible businesses refunds of their state sales and use tax payments.
- Occupation taxes increased by $448,663 (26.2%) primarily due to the implementation of a food and beverage occupation tax.
- General government expenditures increased of $660,073 (16.3%) related to an increase in compensated absences expenditures, depreciation expense, and parking garage #1 operating expenditures.
- Public safety expenditures increased $513,771 (6.8%) primarily related to salary increases, filling vacant police positions, annual increase in the Papillion Rural Fire District contract, and an increase in depreciation expense.
- Public Works expenditures increased $202,662 (4.0%) related to salary increases and depreciation expense.
- Culture and recreation expenditures increased $276,982 (10.3%) related to salary increases and depreciation expense.

Business-Type Activities

Business type activities increased the City's net position by $0.6 million, or 13% of the total growth in the net position of the City.

The City's enterprise operations are reviewed on an ongoing basis. Revenues and expenses are adjusted as necessary to maintain an adequate amount of working capital. The City has decided to account for these activities through the use of enterprise accounting to better identify the cost of the services and for better management control.

Financial Analysis of the City's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance related legal requirements.

Governmental Funds

The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a measure of a government's net resources available for spending at the end of the fiscal year. As the City completed the year, its governmental funds reported a combined fund balance of $21.6 million. Of that fund balance, $9.1 million constitutes unassigned fund balance.

The General Fund is the main operating fund of the City. At the end of fiscal year 2020, the unassigned fund balance of the general fund was $9.1 million. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. The unassigned fund balance is 95% of the total General Fund balance. The unassigned fund balance represents 54% of the total 2020 General Fund expenditures. This exceeds the target fund balance reserve policy of maintaining a reserve of up to 25%. This percentage of fund to expenditure ratio is important for the City to mitigate current and future risk, such as revenue shortfalls or unanticipated expenditures in capital or maintenance needs of City infrastructure and facilities. In addition, through the state's Nebraska Advantage Act incentive program, the City may need to refund earned sales taxes over several years into the future. To mitigate the revenue loss, the City maintains a reserve to offset these refunds. This state sales and use tax reserve balance is $1.9 million. Excluding this amount from the general fund reserve balance the reserve balance is 43% which represents approximately five months of operating expense. The increase in fund balance of $2.4 million is primarily related to revenue increases of additional property tax collections, the implementation of a food and beverage occupation tax, and receipt of a $992,000 federal grant through the Coronavirus Aid, Relief, and Economic Security Act. The City also reduced non-essential expenditures in order to mitigate the anticipated financial impact from the COVID-19 pandemic.

The Debt Service Fund provides for the servicing of bonded debt issued for governmental activities regarding the general obligation bonds and notes from direct placements. At the end of the current fiscal year, the restricted fund balance was $3.8 million which represents 101% of the scheduled principal and interest payments of the currently issued general obligation bonds and notes from direct placements due in the next twelve months. The decrease in fund balance of $113,727 is primarily related to the bond refinancing activity.

The Keno Fund is restricted for community betterment as defined by Nebraska State Statutes. At the end of the fiscal year 2020, the restricted fund balance was $4.0 million which is a $407,207 increase from the prior year. The increase is primarily due to the changes in community activities due to the COVID-19 pandemic and increased revenue due to other closed outlets. Current year revenue was used for community events such as Santa's Sleigh Ride in July, Halloween Safe-Night drive-thru and Santa's Winter Wonderland walk and photo event. Funds are also directed to strategic initiatives such as the City's brand development, community surveys and other strategic initiatives. These funds will continue to be used in the future for community betterment purposes as allowed by the state.

The Capital Improvements Fund accounts for the City's construction projects. The fund balance of $149,620 million is restricted for various capital projects. The decrease in fund balance of $173,099 is related to completion of various construction projects throughout the year.

The activity in the Economic Development Program Fund was minimal due to the close out of the existing grant in fiscal year 2018. The fund balance is restricted for future grant activity.

The 84th Street Redevelopment Fund was created to track proceeds of the additional one-half percent sales and use tax and related expenditures for public infrastructure projects or public purposes associated with redevelopment of the 84th Street corridor. The Redevelopment Fund is not exclusive and other funds of the City may be involved with respect to the 84th Street Redevelopment Area. At the end of the current fiscal year, the restricted fund balance was $4.1 million which is a decrease of $1.7 million from one year ago. The decrease is a result of ongoing public infrastructure construction activity. The tax revenue bond debt service is paid through the 84th Street Redevelopment Fund.

The Sarpy-Douglas Law Enforcement Academy (SDLEA) is the primary activity of the Police Academy Fund. The fund balance of $28,506 is restricted for SDLEA activities. The increase in fund balance of $5,041 is due to slightly more revenues than expenses.

General Fund Budgetary Highlights

Significant variances between the general fund's actual revenues and expenditures (on the budgetary basis) and the final amended budget are summarized as follows:

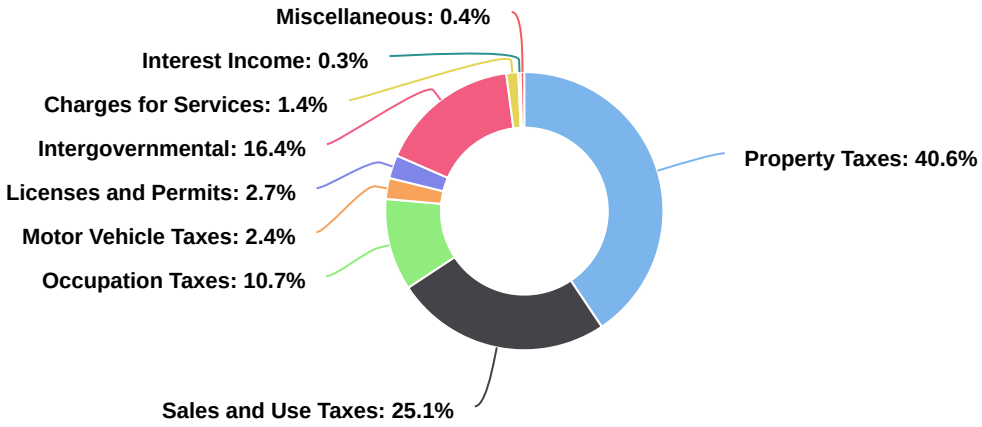
- Net sales tax revenue was under budget by $581,545.
- Hotel Occupation tax revenue was under budget by $358,022.
- General government activity was $527,595 below budget.
- Public works activity was $870,329 below budget.
  - The Public Works Administration Department was $321,884 below budget.
  - The Streets Department was $381,433 below budget.
- Public safety activity was $274,132 below budget.
  - The Police Department was $249,726 below budget.
- Culture and recreation was $589,682 below budget.
  - The Parks Department was $217,818 below budget.
  - The Recreation Department was $175,425 below budget.
- The Library Department was $144,549 below budget.

The primary source of budget variance is due to open positions during a portion of the year, reduced part-time staffing, pool closure and reduced travel due to COVID-19, and reduced utilization of planned contracts. Over the course of the year, the City Council amended the budget for the FY20 mid-biennial year of the biennial budget.

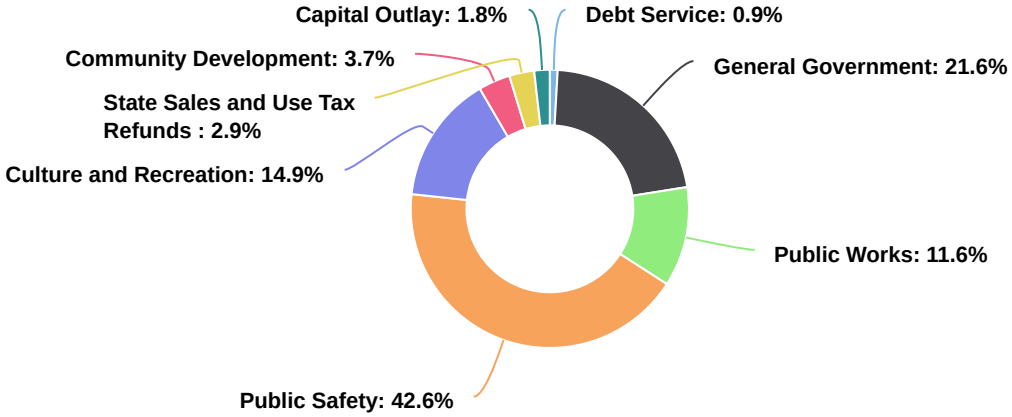
General Fund Budget and Actual (Budget Basis)
Year Ended September 30, 2020

	Original Budget	Final Budget	Actual
Revenues			
Taxes	$16,084,711	$16,374,341	$14,969,782
Charges for services	463,807	377,807	251,189
Other	3,058,864	3,058,864	2,861,812
Total	19,607,382	19,811,012	18,082,783
Expenditures, lapsed encumbrances, and transfers	20,009,131	20,354,079	17,192,996
Changes in fund balance	$ (401,749)	$ (543,067)	$ 889,787

General Fund Revenues - Actual



General Fund Expenditures - Actual



The following departments are included in the General Fund Expense Categories Chart on the prior page.

General Government
- Administration
- Administrative Services
- Building Maintenance
- Information Technology
- Human Resources
- Public Transportation
- Special Services Bus
- Finance

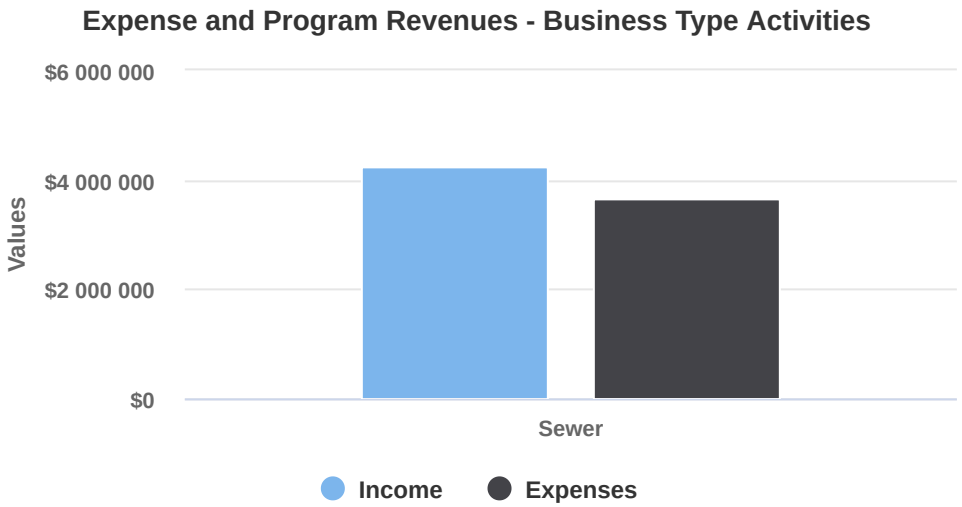
Public Works
- Public Works Administration
- Streets

Public Safety
- Police
- Fire
- Animal Control
- Police Academy

Culture and Recreation
- Parks
- Recreation
- Sports Complex
- Library
- Pool

Community Development
- Community Development

Proprietary Fund



The City's Sewer Fund provides the same type of information found in the government-wide financial statements, but in more detail.

The total proprietary fund unrestricted net position at the end of the year was $3.6 million. Factors concerning the finances of this fund are addressed in the discussion of the City's business-type activities.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

The City's capital assets for its governmental and business-type activities as of September 30, 2020, equals $81.7 million (net of accumulated depreciation). This investment in capital assets includes vehicles, furniture, land, buildings, and system improvements, including construction-in-progress, machinery and equipment, park facilities, utility systems, roads, highways, and bridges. The net decrease in the City's capital assets for the current year was $0.3 million. This decrease over the prior year results from the depreciation of assets being greater than new asset purchases. This is a less than 1% decrease for governmental activities and a decrease of 5% for business type activities.

Capital Assets (net of depreciations)
September 30, 2020 and 2019

	Governmental Activities		Business-type Activities		Total	
	2020	2019	2020	2019	2020	2019
Land	$ 15,609,324	$ 15,609,324	$ 9,524	$ 9,524	$ 15,618,848	$ 15,618,848
Buildings	10,021,335	10,617,439	-	-	10,021,335	10,617,439
Improvements/Infrastructure	31,883,149	30,598,233	-	-	31,883,149	30,598,233
Equipment/Furniture/Vehicles	3,019,608	3,328,144	608,256	722,106	3,627,864	4,050,250
Sewer line system	-	-	4,084,953	4,241,085	4,084,953	4,241,085
Construction in progress	16,282,573	16,731,244	165,884	127,882	16,448,457	16,859,126
Total	$ 76,815,989	$ 76,884,384	$ 4,868,617	$ 5,100,597	$ 81,684,606	$ 81,984,981

Major Capital Asset events during 2020 include the following

- City Centre Public Improvements:
  - Preliminary design expenditures of $497,000 for parking garage #2.
  - Public infrastructure improvements including streets, sewer, and utilities amounted to $813,000 in expenditures.
- Payment of $2.1 million for the relocation of an Omaha Public Power District electrical line.

Additional Information on the City's capital assets can be found in Note 6 of the notes to the financial statements on pages 48 and 49 of this report.

Long Term Debt

At the end of fiscal year 2020, the City had total bonded debt outstanding of $39.4 million, all backed by the full faith and credit of the government. The City made all scheduled payments.

Outstanding Bonded Debt
September 30, 2020 and 2019

	Governmental Activities		Business-type Activities		Total	
	2020	2019	2020	2019	2020	2019
General obligation bonds	$ 18,885,000	$ 22,075,000	$ -	$ -	$ 18,885,000	$ 22,075,000
Tax revenue bonds	17,560,000	18,065,000	-	-	17,560,000	18,065,000
Notes from direct placements	2,485,000	2,810,000	-	-	2,485,000	2,810,000
Premium/discount on bonds issued	451,552	247,341	-	-	451,552	247,341
Total	$ 39,381,552	$ 43,197,341	$ -	$ -	$ 39,381,552	$ 43,197,341

The City's bonded debt decreased by 8.8% in fiscal year 2020. The net decrease of $3.8 million is a result of scheduled payments towards the outstanding bonds.

The City maintains a Aa3 bond rating as issued by Moody's Investors Service.

The City has notes payable direct borrowings of $213,811 related to capital equipment. These notes contain a provision that in the event of default, outstanding amounts become immediately due if the City is unable to make payment.

Additional information on the City's long-term debt can be found in Note 8 on pages 50 through 52 of this report.

Economic Factors and Next Year's Budget and Rates

While establishing fiscal year 2021's budget, the focus is on the long-term future of the City, not simply a one-year view. As a result of budgetary planning done in prior years, the City was able to prepare the fiscal 2021 budget without an increase to the property tax levy.

Revenues:

- Gross sales and use tax continues to increase at a steady pace. Sales and use tax incentive refunds are budgeted at $1.5 million in 2021. Net sales tax receipts in 2021 are projected at $7.8 million, which is a 5% decrease from 2020 receipts of $8.2 million on a budget basis. This is due to an anticipated reduction in consumer spending. Gross sales and use tax receipts are estimated to decrease 5.7% in 2021. Sales & use tax is 25% of revenues for the General Fund on a budgetary basis and 33% of revenues on a governmental activity basis.
- The City's assessed property tax valuation for the year ending September 30, 2020, is $1,651,417,826 which is 7.1% higher compared to the year ended September 30, 2019, due primarily to an increase in property values within city limits. Property tax is a significant revenue source and accounts for approximately 41% of General Fund revenues on a budgetary basis and 30% of revenues on a governmental activity basis.
- The City anticipated continued commercial build out of the 84th Street corridor and annexations to increase future year's sales tax and property tax revenue.

Expenditures:

- The City has budgeted and expects to make significant expenditures for the following capital projects during the next two fiscal years. Major projects are listed below:

Project	2021 Adopted	2022 Projection
Civic Center Park Interface Improvements	$ 3,750,000	$ 4,000,000
West Papio Trail Giles to Q	250,000	-
East LV Sewer & Pavement Rehabilitation	600,000	5,300,000
Corridor 84 Streetscape	200,000	-
96th St Panel Overlay	2,815,000	-
108th St Asphalt	2,400,000	-
Annual Street Resurfacing	500,000	500,000
City Parking Lot Service Road	281,912	-
Concrete Panel Replacement Park View Blvd	150,000	-
Giles Road Traffic Flow Improvements	260,000	200,000
City Centre Parking Structure #2	100,000	2,000,000
Applewood Creek Trail	-	600,000
Civic Center Park Access Road	-	200,000
Total	$ 11,306,912	$ 12,800,000

Requests for Information

This financial report is designed to provide a general overview of the City's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the City Clerk's Office, 8116 Park View Blvd La Vista, NE 68128.

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Government-Wide Financial Statements

Statement of Net Position
September 30, 2020

	Governmental Activities	Business-type Activities	Total
Assets			
Cash and cash equivalents	$ 14,164,149	$ 3,362,232	$ 17,526,381
Restricted cash and cash equivalents	440,117	-	440,117
Cash at County Treasurer	198,547	-	198,547
Certificates of deposit	2,085,314	260,454	2,345,768
Investments	3,001,577	508,576	3,510,153
Receivables	4,127,602	558,335	4,685,937
Prepaid items	89,067	-	89,067
Capital assets			
Nondepreciable	31,891,897	175,408	32,067,305
Depreciable, net	44,924,092	4,693,209	49,617,301
Total assets	100,922,362	9,558,214	110,480,576
Deferred Outflows of Resources			
Deferred charge on refunding	398,182	-	398,182
Liabilities			
Accounts payable	676,921	793,756	1,470,677
Accrued expenses	935,739	239,246	1,174,985
State sales and use tax refunds payable	1,000,443	-	1,000,443
Compensated absences			
Payable within one year	143,945	2,095	146,040
Payable in more than one year	1,754,008	43,369	1,797,377
Notes payable			
Due within one year	141,015	-	141,015
Due in more than one year	72,796	-	72,796
Bonds payable			
Due within one year	3,650,000	-	3,650,000
Due in more than one year	35,731,552	-	35,731,552
Total liabilities	44,106,419	1,078,466	45,184,885
Net Position			
Net investment in capital assets	37,618,808	4,868,617	42,487,425
Restricted for community betterment	8,149,822	-	8,149,822
Restricted for debt service	3,752,031	-	3,752,031
Restricted for public safety	28,506	-	28,506
Unrestricted	7,664,958	3,611,131	11,276,089
Total net position	$ 57,214,125	$ 8,479,748	$ 65,693,873

See Notes to the Financial Statements

Statement of Activities
Year Ended September 30, 2020

		Program Revenues			Net Revenues (Expenses) and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Primary Government							
Governmental activities							
General government	$ 4,698,589	$ 539,097	$ 401,763	$ -	$ (3,757,729)	$ -	$ (3,757,729)
Public safety	8,119,378	-	1,155,609	-	(6,963,769)	-	(6,963,769)
Public works	5,219,650	-	1,886,731	16,789	(3,316,130)	-	(3,316,130)
Culture and recreation	2,976,833	280,138	-	-	(2,696,695)	-	(2,696,695)
Community betterment	518,484	1,432,402	-	-	913,918	-	913,918
Community development	826,912	8,745	-	-	(818,167)	-	(818,167)
Interest on long-term debt	1,227,687	-	-	-	(1,227,687)	-	(1,227,687)
Total governmental activities	23,587,533	2,260,382	3,444,103	16,789	(17,866,259)	-	(17,866,259)
Business-type activities							
Sewer	3,655,217	4,235,768	-	-	-	580,551	580,551
Total business-type activities	3,655,217	4,235,768	-	-	-	580,551	580,551
Total Primary Government	$27,242,750	$ 6,496,150	$ 3,444,103	$ 16,789	$ (17,866,259)	$ 580,551	$ (17,285,708)
General Revenues							
Property taxes					9,201,124	-	9,201,124
Sales and use taxes					10,166,837	-	10,166,837
State sales and use tax refunds					(1,000,443)	-	(1,000,443)
Occupation taxes					2,160,134	-	2,160,134
Motor vehicle taxes					493,707	-	493,707
Interest income					172,046	21,508	193,554
Miscellaneous					611,522	-	611,522
Total general revenues and transfers					21,804,927	21,508	21,826,435
Change in Net Position					3,938,668	602,059	4,540,727
Net Position, Beginning of Year					53,275,457	7,877,689	61,153,146
Net Position, End of Year					$ 57,214,125	$ 8,479,748	$ 65,693,873

See Notes to the Financial Statements

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Fund Financial Statements

Balance Sheet – Governmental Funds
September 30, 2020

	General Fund	Debt Service Fund	Keno Fund	Capital Improvements Fund	Economic Development Fund	84th Street Redevelopment Fund	Police Academy Fund	Total Governmental Funds
Assets								
Cash and cash equivalents	$ 6,210,475	$ 3,391,397	$ 729,315	$ 233,725	$ 7,069	$ 3,592,168	$ -	$ 14,164,149
Restricted cash and cash equivalents	-	-	73,730	-	-	334,253	32,134	440,117
Cash at County Treasurer	188,407	10,140	-	-	-	-	-	198,547
Certificates of deposit	1,303,621	-	781,693	-	-	-	-	2,085,314
Investments	563,220	36,849	2,401,508	-	-	-	-	3,001,577
Prepaid items	86,386	-	-	-	-	-	2,681	89,067
Receivables	2,860,896	581,682	125,808	-	-	559,216	-	4,127,602
Total assets	$ 11,213,005	$ 4,020,068	$ 4,112,054	$ 233,725	$ 7,069	$ 4,485,637	$ 34,815	$ 24,106,373
Liabilities								
Accounts payable	$ 425,668	$ -	$ 31,355	$ 84,105	$ -	$ 132,807	$ 2,986	676,921
Accrued expenses	556,687	-	103,282	-	-	-	3,323	663,292
Sales tax refunds payable	500,221	250,111	-	-	-	250,111	-	1,000,443
Total liabilities	1,482,576	250,111	134,637	84,105	-	382,918	6,309	2,340,656
Deferred Inflows of Resources								
Unavailable revenues	109,887	17,926	-	-	-	-	-	127,813
Fund Balances								
Nonspendable	86,386	-	-	-	-	-	2,681	89,067
Restricted for:								
Debt service	-	3,752,031	-	-	-	-	-	3,752,031
Community betterment	62,617	-	3,977,417	-	-	-	-	4,040,034
Economic development	-	-	-	-	7,069	-	-	7,069
84th street redevelopment	-	-	-	-	-	4,102,719	-	4,102,719
Public safety	-	-	-	-	-	-	25,825	25,825
Committed for:								
Capital outlay	351,472	-	-	149,620	-	-	-	501,092
Unassigned	9,120,067	-	-	-	-	-	-	9,120,067
Total fund balances	9,620,542	3,752,031	3,977,417	149,620	7,069	4,102,719	28,506	21,637,904
Total liabilities, deferred inflows of resources and fund balances	$ 11,213,005	$ 4,020,068	$ 4,112,054	$ 233,725	$ 7,069	$ 4,485,637	$ 34,815	$ 24,106,373

See Notes to the Financial Statements

Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position - Governmental Activities
September 30, 2020

Total Fund Balances - Total Governmental Funds	$	21,637,904
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets, net of accumulated depreciation used in governmental activities, are not financial resources and, therefore, are not reported in the funds.		76,815,989
Long-term liabilities, including bonds payable of $38,930,000, are not due and payable in the current period and, therefore, are not reported in the funds. Other related amounts include interest payable of $272,447, bond premiums of $477,673 and bond discounts of $26,121. Notes payable is $213,811		(39,867,810)
Deferred outflows of resources related to refunded debt are not current financial resources, and therefore, are not reported in the funds.		398,182
Compensated absences are not due and payable in the current period and, therefore, are not reported in the funds.		(1,897,953)
Deferred inflows represents funds not available in the current period and, therefore, are not recognized as revenue in the governmental funds.		127,813
Net Position of Governmental Activities	$	57,214,125

See Notes to the Financial Statements

Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds
Year Ended September 30, 2020

	General Fund	Debt Service Fund	Keno Fund	Capital Improvements Fund	Economic Development Fund	84th Street Redevelopment Fund	Police Academy Fund	Total
Revenues								
Property taxes	$ 8,219,124	$ 992,723	$ -	$ -	$ -	$ -	$ -	$ 9,211,847
Sales and use taxes	5,083,418	$ 2,541,709	-	-	-	2,541,710	-	10,166,837
Occupation taxes	2,160,134	-	-	-	-	-	-	2,160,134
Motor vehicle taxes	491,790	-	-	-	-	-	-	491,790
Licenses and permits	547,792	-	-	-	-	-	-	547,792
Intergovernmental	3,314,514	37,284	-	945,308	-	-	102,405	4,399,511
Charges for services	279,826	-	-	-	-	-	-	279,826
Keno	-	-	1,432,402	-	-	-	-	1,432,402
Interest income	55,332	26,903	28,953	3,670	26	56,379	258	171,521
Special assessments	-	1,136	-	-	-	-	-	1,136
Miscellaneous	84,622	506,670	10,492	-	-	-	-	601,784
Total revenues	20,236,552	4,106,425	1,471,847	948,978	26	2,598,089	102,663	29,464,580
Expenditures								
Current								
General government	3,717,727	228,639	28,557	172,983	-	750	-	4,148,656
Public works	1,988,442	-	-	-	-	-	-	1,988,442
Public safety	7,329,961	-	-	-	-	-	97,622	7,427,583
Culture and recreation	2,566,183	-	-	-	-	-	-	2,566,183
Community betterment	-	-	518,484	-	-	198,797	-	717,281
Community development	628,115	-	-	-	-	-	-	628,115
State sales tax refunds	500,221	250,111	-	-	-	250,111	-	1,000,443
Capital outlay	309,251	-	-	1,484,190	-	3,298,284	-	5,091,725
Debt service								
Principal retirement	148,794	3,290,000	-	-	-	505,000	-	3,943,794
Interest	9,767	588,540	-	-	-	630,688	-	1,228,995
Total expenditures	17,198,461	4,357,290	547,041	1,657,173	-	4,883,630	97,622	28,741,217
Excess (Deficiency) of Revenues Over (Under) Expenditures	3,038,091	(250,865)	924,806	(708,195)	26	(2,285,541)	5,041	723,363
Other Financing Sources (Uses)								
Transfers, net	(681,604)	67,920	(517,599)	535,096	-	596,187	-	-
Proceeds from refunding bonds	-	4,690,000	-	-	-	-	-	4,690,000
Premium from refunding bonds	-	294,218	-	-	-	-	-	294,218
Refunding Bonds redeemed	-	(4,915,000)	-	-	-	-	-	(4,915,000)
Total other financing sources (uses)	(681,604)	137,138	(517,599)	535,096	-	596,187	-	69,218
Net Change in Fund Balances	2,356,487	(113,727)	407,207	(173,099)	26	(1,689,354)	5,041	792,581
Fund Balances, Beginning of Year as Originally Reported	7,939,623	4,203,542	3,570,210	322,719	7,043	6,129,857	23,465	22,196,459
Prior Period Adjustment	(675,568)	(337,784)				(337,784)		(1,351,136)
Fund Balances, Beginning of Year, as Restated	7,264,055	3,865,758	3,570,210	322,719	7,043	5,792,073	23,465	20,845,323
Fund Balances, End of Year	$ 9,620,542	$ 3,752,031	$ 3,977,417	$ 149,620	$ 7,069	$ 4,102,719	$ 28,506	$ 21,637,904

See Notes to the Financial Statements

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities - Governmental Activities
For the Fiscal Year Ended September 30, 2020

Net Change in Fund Balances - Total Governmental Funds		$ 792,581
Amounts reported for governmental activities in the Statement of Activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their useful lives as depreciation expense. This is the amount by which depreciation exceeded capital outlay in the current period.		
Capital outlays	$ 4,191,172	
Less: depreciation expense	(4,259,566)	(68,394)
The issuance of long-term debt provides current financial resources to governmental funds; however, the transaction increases long-term liabilities in the Statement of Net Position.		(4,690,000)
Governmental funds report the effect of the premiums, discounts and similar items when the debt is first issued, whereas these amounts are deferred and amortized in the Statement of Activities.		(204,211)
Repayment of bond and note principal and retainage payable is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Position.		9,301,557
In the Statement of Activities, interest is accrued on outstanding bonds and notes, whereas in governmental funds, an interest expenditure is reported when due.		(3,187)
Compensated absences do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		(198,194)
Deferred inflows represent funds not available in the current period and, therefore, are not recognized as revenue in the governmental funds.		(946,254)
Amortization net of addtions of deferred amounts on refunding that do not represent activity in the current period.		(45,230)
Change in Net Position of Governmental Activities		$ 3,938,668

See Notes to the Financial Statements

Statement of Net Position
Proprietary Fund
September 30, 2020

	Sewer Fund
Assets	
Current Assets	
Cash and cash equivalents	$ 3,362,232
Certificates of deposit	260,454
Investments	508,576
Accounts receivable	558,335
Total current assets	4,689,597
Non-Current Assets	
Land	9,524
Equipment and furniture	1,874,272
Sewer line systems	7,872,662
Buildings and improvements	9,365
Construction in progress	165,884
Accumulated depreciation	(5,063,090)
Capital assets - net of depreciation	4,868,617
Total assets	$ 9,558,214
Liabilities and Net Position	
Current Liabilities	
Accounts payable	$ 793,756
Accrued expenses	239,246
Compensated absences - current portion	2,095
Total current liabilities	1,035,097
Non-Current Liabilities	
Compensated absences	43,369
Total non-current liabilities	43,369
Total liabilities	$ 1,078,466
Net Position	
Net investment in capital assets	4,868,617
Unrestricted	3,611,131
Total net position	8,479,748
Total liabilities and net position	$ 9,558,214

See Notes to the Financial Statements

Statement of Revenues, Expenses, and Changes in Net Position – Proprietary Fund
Year Ended September 30, 2020

	Sewer Fund
Operating Revenues	
User fees	$ 4,119,539
Permits and hookups	116,229
Total operating revenues	4,235,768
Operating Expenses	
General and administrative	15,518
Maintenance	3,369,154
Depreciation and amortization	270,545
Total operating expenses	3,655,217
Operating Income	580,551
Nonoperating Revenues	
Interest income	21,508
Total nonoperating revenues	21,508
Change in Net Position	602,059
Net Position, Beginning of Year	7,877,689
Net Position, End of Year	$ 8,479,748

See Notes to the Financial Statements

Statement of Cash Flows – Proprietary Funds
Year Ended September 30, 2020

	Sewer Fund
Cash Flows from Operating Activities	
Receipts from customers	$ 4,220,551
Payments to suppliers	(2,992,145)
Payments to employees	(518,035)
Net cash provided by operating activities	710,371
Cash Flows from Capital and Related Financing Activities	
Acquisition of capital assets	(38,564)
Net cash used in capital and related financing activities	(38,564)
Cash Flows from Investing Activities	
Purchases of investments	(6,700)
Interest income	21,508
Net cash used in investing activities	14,808
Net Increase in Cash and Cash Equivalents	686,615
Cash and Cash Equivalents, Beginning of Year	2,675,618
Cash and Cash Equivalents, End of Year	$ 3,362,233
Reconciliation of Operating Income to Net Cash Provided by Operating Activities	
Operating income	580,551
Adjustments to reconcile operating income to net cash provided by operating activities	
Depreciation	270,546
Changes in operating assets and liabilities	
Increase in receivables	(15,217)
Decrease in payables and accrued expenses	(125,509)
Net Cash Provided by Operating Activities	$ 710,371

See Notes to the Financial Statements

Notes to Financial Statements

Note 1: Summary of Significant Accounting Policies

Introduction

The accounting and reporting framework and the more significant accounting principles and practices of the City of La Vista, Nebraska (the "City") are discussed in the subsequent section of this Note. The remainder of the Notes are organized to provide explanations, including required disclosures, of the City's financial activities for the fiscal year ended September 30, 2020.

The City of La Vista, Nebraska operates under a Council-Mayor form of government and provides the following services: public safety (Police and Fire), public works (highway and streets), sanitary sewer, culture and recreation, community development (planning and zoning), and general administrative services.

Financial Reporting Entity

These financial statements present the financial statements of the City as the primary government. In determining its reporting entity, the City has considered all potential component units for which it is financially accountable, including other organizations which are fiscally dependent on the City, or the significance of their relationship with the City are such that exclusion would make the financial statements misleading or incomplete. The Governmental Accounting Standards Board ("GASB") has set forth criteria to be considered in determining financial accountability, which was used in making this evaluation.

The City has determined the La Vista Municipal Facilities Corporation is a blended component unit as the governing body consists of members appointed by the City government and the City is obligated to help support the component unit. A blended component unit, although a legally separate entity, is a direct part of the government's operations. The City is financially responsible for this blended component unit and provides operational responsibility and control. No separate financial statements are issued for this blended component unit.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide and proprietary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Nonexchange transactions, in which the City gives (or receives) value without directly receiving (or giving) equal value in exchange, include property and sales taxes, grants, entitlements, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenues from grants, entitlements and donations are recognized in the fiscal year in which all eligibility requirements have been met.

Governmental fund financial statements are prepared using the current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual (when they become both measurable and available). "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period and that it is legally available for such purposes. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when the related fund liability is incurred, except for debt service expenditures and other long-term obligations general obligations, which are reported as expenditures in the year due.

Major revenues that are determined to be susceptible to accrual include real estate taxes, sales taxes, earned interest, and charges for services. Major revenues not susceptible to accrual because they are either not available early enough to pay liabilities from the current period or are not measurable until received include franchise taxes, special assessments, licenses, permits, and fines. Revenues not considered available are recorded as unearned revenues.

Operating income reported in proprietary fund financial statements includes revenues and expenses related to the primary, continuing operations of the fund. Principal operating revenues for proprietary funds are charges to customers for sales or services. Principal operating expenses are the costs of providing goods or services and include administrative expenses and depreciation of capital assets. Other revenues and expenses are classified as non-operating in the financial statements.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as needed.

Note 1: Summary of Significant Accounting Policies (Continued)

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the City's utility functions and various other functions of the City. Elimination of these charges would distort the direct cost and program revenues for the various functions covered

Basis of Presentation

The government-wide financial statements include the Statement of Net Position and the Statement of Activities. These statements report financial information for the City as a whole excluding fiduciary activities. Individual funds are not displayed but the statements distinguish governmental activities, generally supported by taxes and City general revenues, from business-type activities, generally financed in whole or in part with fees charged to external customers.

The Statement of Activities reports the expenses of a given function offset by program revenues directly connected with the functional program. A function is an assembly of similar activities and may include portions of a fund or summarize more than one fund to capture the expenses and program revenues associated with a distinct functional activity. Program revenues include charges paid by the recipients of the goods or services offered by the programs and grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues not classified as program revenues are presented as general revenues. The comparison of program revenues and expenses identifies the extent to which each program or business segment is self-financing or draws from the general revenues of the City.

Net position should be reported as restricted when constraints placed on net position use are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or imposed by law through constitutional provisions or enabling legislation.

Separate financial statements are provided for governmental funds and proprietary funds. Fund financial statements report detailed information about the City. The focus of governmental and enterprise fund financial statements is on major funds rather than reporting funds by type. Major individual funds are reported in separate columns in the fund financial statements. A fund is considered major if it is the primary operating fund of the City, meets specific criteria set forth by GASB or is identified as a major fund by the City's management.

Fund Types and Major Funds

Governmental funds are those through which most general governmental functions of the City are financed. Governmental funds are accounted for using a current financial resources measurement focus. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. Operating statements of these funds present increases and decreases in net current assets.

The City reports the following major governmental funds:

General Fund is the general operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund. Revenues are derived primarily from property and other local taxes, state and federal distributions, licenses, permits, charges for services and interest income.

Debt Service Fund is used to account for financial resources that are restricted for, and the payment of, general long-term debt principal, interest, and related costs.

Keno Fund is a special revenue fund used to account for the revenues and expenses related to the Keno operations of the City. These funds are used for community betterment.

Capital Improvements Fund is a capital projects fund used to account for financial resources that are committed to expenditures for capital outlay.

Economic Development Fund is a debt service fund used to account for revenues and expenditures to support the payment of long-term debt principal, interest and related costs. The bond proceeds are used to issue grants to support the commercial developments, rehabilitate residential neighborhoods and expand industrial development in order to ensure economic stability and vitality of the City.

84th Street Redevelopment Fund is a capital projects fund used to account for revenues and expenditures to support the redevelopment of the 84th Street corridor between Harrison Street and Giles Street to improve the economic viability of a town center and central park. A voter approved sales tax levy provides the revenue for this fund.

Note 1: Summary of Significant Accounting Policies (Continued)

The Police Academy Fund is a special revenue fund used to account for revenues and expenditures to support the operation of a law enforcement training academy as defined in an interlocal agreement between Sarpy County, Douglas County, City of Papillion and City of Bellevue.

A legally adopted budget is approved for each of the above funds.

Proprietary funds are used to account for the City's ongoing organizations and activities that are similar to those often found in the private sector. Proprietary funds are accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets and all liabilities associated with the operation of these funds are included in the balance sheet. Proprietary fund operating statements present increases and decreases in total net position.

The City reports the following major proprietary fund:

Sewer Fund accounts for the activities of the government's sewer utility.

Cash and Investments

For purposes of the Statement of Cash Flows, cash equivalents are short-term, highly liquid investments which are both readily convertible to known amounts of cash, and so near their maturity (generally original maturity of three months or less) that they present insignificant risk of changes in value because of interest rate changes.

The City maintains a cash deposit pool that is available for use by all funds. The pool consists of bank deposits and investments. The equity of proprietary funds in this pool is cash and cash equivalents for purposes of the Statement of Cash Flows. In addition, cash and investments are separately held by several of the City's funds.

Nonnegotiable certificates of deposit are carried at amortized cost, which approximates fair value. The City invests in an external investment pool which primarily invests in government agency securities, certificates of deposit, demand deposits and repurchase agreements which are valued at amortized cost, which approximates fair value based on the short-term nature of the investments. All other investments are carried at fair value. Fair value is determined using quoted market prices.

Investment income includes dividend and interest income and the net change for the year in the fair value of investments carried at fair value. Investment income is assigned to the funds with which the related investment asset is associated.

Special Assessments

Special assessments are recorded as revenue in the year the assessments become current. Annual installments not yet due are reflected as special assessments receivables and deferred inflows of resources. As of September 30, 2020, there is one special assessment owed to the City related to property cleanup of $4,398.

Unbilled Sewer Revenue

Billings for sewer revenues are rendered on a monthly basis. Unbilled sewer revenues, representing estimated consumer usage for the period between the last billing date and the end of the year, have been recorded in the amount of $552,828, and are included in accounts receivable.

Property Taxes

The tax levy for the City is certified by the Sarpy County Board each year. Real estate taxes are due and attached as an enforceable lien on December 31 following the levy date. The first half of real estate taxes becomes delinquent on April 1 and the second half becomes delinquent August 1 following the levy date. Delinquent taxes bear interest at a 14% annual rate. Property taxes are collected by the County Treasurer and are periodically remitted to the City.

The tax rate to finance governmental services other than the payment of principal and interest on long-term debt for the year ended September 30, 2020, was $0.4900 per $100 of assessed valuation and the debt service requirement was $0.0600 per $100 of assessed valuation. The assessed valuation for the 2019-2020 tax year was $1,651,417,826.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. Prepaid items are recorded as an expenditure at the time of consumption.

Note 1: Summary of Significant Accounting Policies (Continued)

Capital Assets and Depreciation

The City's property, plant, equipment and infrastructure with useful lives of more than one year are stated at historical cost and comprehensively reported in the government-wide financial statements; proprietary capital assets are also reported in their respective fund. The City maintains infrastructure asset records consistent with all other capital assets. The City generally capitalizes assets with a cost of $2,500 or more as purchase and construction outlays occur. Such assets are recorded at historical cost or estimated historical cost. Donated assets are stated at acquisition value on the date donated. The costs of normal maintenance and repairs that do not add to the asset value or materially extend useful lives are not capitalized.

Capital assets are depreciated using the straight-line method. When capital assets are disposed, the cost and applicable accumulated depreciation are removed from the respective accounts, and the resulting gain or loss is recorded in operations.

Estimated useful lives, in years, for depreciable assets are as follows:

Buildings	10 - 45 years
Improvements	5 - 30 years
Infrastructure and utility systems	20 - 60 years
Equipment, furniture, and fixtures	5 - 20 years

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to future periods and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has one item that qualifies for reporting in this category, the deferred charge on refunding reported in the government-wide statement of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

In addition to liabilities, the statement of financial position or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The City has one item, which arises only under a modified accrual basis of accounting, that qualifies for reporting in this category and is reported in the governmental funds balance sheet. The governmental funds report unavailable revenues from property taxes, special assessments, and grants that are deferred and recognized as an inflow of resources in the period that the amounts become available.

Revenues are deferred if not received within 60 days of recognition.

Long-Term Obligations

In government-wide and proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities. Bond discounts or premiums are amortized over the terms of the respective bonds using a method that approximates the effective interest method.

The governmental fund financial statements recognize the proceeds of debt and premiums as other financing sources of the current period. Issuance costs are reported as expenditures.

Compensated Absences

Vacation leave and other compensated absences with similar characteristics are accrued as the benefits are earned if the leave is attributable to past services and it is probable that the City will compensate the employees for such benefits. Sick leave and other compensated absences with similar characteristics are accrued as the benefits are earned only to the extent that it is probable that the City will compensate the employees for such benefits. Such accruals are based on current salary rates plus an additional amount for compensation-related payments such as Social Security and Medicare taxes and pension amounts using rates in effect at that date. Vacation and sick leave is accrued in accordance with the City's policy, when incurred in the government-wide and proprietary fund financial statements. In the governmental funds, only compensated absences expected to be liquidated with expendable available financial resources are recorded as a fund liability.

Note 1: Summary of Significant Accounting Policies (Continued)

State Sales and Use Tax Refund Payable

Qualified companies in the State of Nebraska are allowed certain benefits under various legislative acts and incentive programs, including refunds of State sales and use taxes paid. These refunds can include the local option tax as well as state taxes. Under State Statute, the State Tax Commissioner must notify an affected city, village, county, or municipal county of any pending refund claims of more than twenty-five thousand dollars by June 15 of a given year. The notification must be made by July 1 of the same year and the refund will be made on or after November 15. On a monthly basis, the State notifies the City of approved refund claims exceeding $25,000. The State pays the refund to the recipient and, twelve months later, deducts that amount from the City's sales and use tax proceeds. If the amount of a refund exceeds 25% of the City's sales and use tax receipts for a prior fiscal year, the deduction will be made in twelve equal installments beginning thirteen months after the payment is made by the State to the recipient. The City accrues these tax refunds due upon receipt of notification from the State Tax Commissioner.

Net Position

Net position is required to be classified into three components – net investment in capital assets, restricted and unrestricted. These classifications are defined as follows:

Net investment in capital assets – This component of net position consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvements of those assets. Deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction, or improvements of those assets are also included in this component of net position. If there are significant unspent related debt proceeds at year-end, the portion of debt attributable to unspent proceeds is not included in the calculation of net investment in capital assets.

Restricted – This component of net position consists of restrictions placed on net position use through external constraints imposed by creditors (such as debt covenants), contributors, or law or regulations of other governments, or constraints imposed by law through constitutional provisions or enabling legislation.

Unrestricted – This component consists of net position that does not meet the definition of "restricted" or "net investment in capital assets."

Fund Balance Classification

The fund balances for the City's governmental funds are displayed in five components:

Nonspendable - Nonspendable fund balances are not in a spendable form or are required to be maintained intact.

Restricted - Restricted fund balances may be spent only for the specific purposes stipulated by external resource providers, constitutionally or through enabling legislation. Restrictions may be changed or lifted only with the consent of resource providers.

The source of the restricted fund balance for the Debt Service Fund is unexpended tax revenue to be used for debt service. The Keno Fund restricted fund balance is intended for community betterment expenditures. The restricted fund balance in the Capital Improvements Fund is designated for 84th Street redevelopment parking garage capital construction expenditures. The fund balance in the Economic Development Fund is restricted for economic development purposes. The source of the restricted fund balance in the 84th Street Redevelopment Fund is unexpended sales tax revenue. The designated use of these funds is debt service payments and capital construction expenditures. The restricted fund balance of the Police Academy Fund is designated for program expenditures of the Sarpy-Douglas law Enforcement Academy (SDLEA).

Committed - Committed fund balances may be used only for the specific purposes determined by resolution of the City Council. Commitments may be changed or lifted only by issuance of a resolution by the City Council.

In the fiscal year 2020 budget, according to Neb. Rev. Statute 13-518 (5), the City Council designated a portion of the General Fund to be used for acquisition or replacement of tangible personal property with a useful life of five years or more which is to be undertaken in the future but is to be paid for in part or in total in advance using periodic payment assignment as a qualified sinking fund. The September 30, 2020 balance is $351,472.

Note 1: Summary of Significant Accounting Policies (Continued)

Assigned - Assigned fund balances are intended to be used by the City for specific purposes as determined by management. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund. On September 30, 2020, the City did not have any assigned funds.

Unassigned - Unassigned fund balance is the residual classification for the general fund and includes all amounts not contained in the other classifications. The General fund is the only fund to report a positive unassigned fund balance amount. In other governmental funds it is not appropriate to report a positive unassigned fund balance amount. However, in governmental funds other than the general fund, if expenditures incurred for specific purposes exceed the amounts that are restricted, committed, or assigned to those purposes, it may be necessary to report a negative unassigned fund balance in that fund.

Fund balances are classified as restricted, committed, assigned or unassigned. When expenditures are incurred that use funds from more than one classification, the city will generally determine the order which the funds are used on a case-by-case basis, taking into account any applicable requirements of grant agreements, contracts, business circumstances, or other constraints. If no other constraints exist, the order of spending of resources will be restricted, committed, assigned and, lastly, unassigned.

At the end of each fiscal year, the City will maintain spendable - unassigned portions of the fund balance for a cash reserve in a range up to 25% of the General Fund operating expenditures. In addition to cash reserve needs this accommodates emergency contingency concerns.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows/inflows of resources, liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Note 2: Budget and Budgetary Accounting

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

- The City's department heads, and mid-level managers prepare and submit budget requests for the following two fiscal years to the City Administrator who then reviews the request with the department and division heads.
- After this review process has been completed, the City Administrator presents these budget requests to the Mayor and City Council along with recommendations as to what changes, if any, should be made. These budget requests and recommendations are reviewed by the City Council at meetings open to the public.
- A public hearing and the first reading of the budget is then conducted at a City Council meeting to obtain comments from citizens. Two additional readings are conducted at subsequent City Council meetings.
- Prior to September 20, the City Council legally enacts the budget through the passage of a resolution adopting the biennial budget.
- Formal budgetary integration is employed as a management control device during the year for all Governmental Funds and Proprietary Funds.
- Appropriations lapse at the end of the fiscal year.

Note 3: Deposits and Investments

Cash at the County Treasurer

The City's Cash with Sarpy County Treasurer is covered by collateral held by the County.

Deposits

Custodial credit risk is the risk that in the event of a bank failure, a government's deposits may not be returned to it. The City's deposit policy for custodial credit risk requires compliance with the provisions of state law.

State law requires collateralization of all deposits with federal depository insurance; bonds and other obligations of the U.S. Treasury, U.S. agencies or instrumentalities of the State of Nebraska; bonds of any city, county, school district or special road district of the State of Nebraska; bonds of any state; or a surety bond having an aggregate value at least equal to the amount of the deposits. The statutes allow pledged securities to be reduced by the amount of the deposit insured by the Federal Deposit Insurance Corporation (FDIC).

At September 30, 2020, all the City's deposits in excess of FDIC are covered by collateral held in a Federal Reserve pledge account or by an agent of the City.

Investments

Generally, the City's investing activities are managed under the custody of the City Finance Director. The City has an adopted investment policy. The City may legally invest in state-sponsored pooled investment funds and in direct obligations of and other obligations guaranteed as to principal by the U.S. Treasury and U.S. Agencies and instrumentalities.

Interest Rate Risk – Interest rate risk is the risk that changes in interest rates (market rates) will affect the fair value of an investment.

Custodial Credit Risk – Custodial credit risk is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investment or collateral securities that are in possession of an outside party.

Credit Risk – Credit risk is the risk that the issuer or other counterparty to an investment will not fulfill its obligations. The City's only investments are units of participation in the short-term investment pool of the Nebraska Public Agency Investment Trust ("NPAIT"). NPAIT is a special purpose government established under Nebraska statute. The investment pool or trust is not registered and is not rated for credit risk. The City limits its interest rate risk by investing only in the short-term pool, which consists primarily of government agency or government securitized investments with maturities of less than one year. The amount invested in the NPAIT pool was $3,510,153 at September 30, 2020.

Concentration of Credit Risk – The City places no limit on the amount that may be invested in any one issuer.

Summary of Carrying Values

The carrying values of deposits and investments are included in the government-wide Statement of Net Position as follows:

Carrying Values	
Cash at County Treasurer	$ 198,547
Deposits	20,312,266
Investments	3,510,153
	$ 24,020,966

Included in the following Statement of Net Position captions as follows:

Cash and cash equivalents	$ 17,526,381
Restricted cash and cash equivalents	440,117
Cash at Country Treasurer	198,547
Certificates of deposit	2,345,768
Investments	3,510,153
	$ 24,020,966

Note 4: Disclosures About Fair Value of Assets and Liabilities

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value measurements must maximize the use of observable inputs and minimize the use of unobservable inputs. There is a hierarchy of three levels of inputs that may be used to measure fair value:

Level 1:	Quoted market prices in active markets for identical assets or liabilities
Level 2:	Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities
Level 3:	Unobservable inputs supported by little or no market activity and are significant to the fair value of the assets or liabilities

Investments

The City's investments in external pooled investments are carried at amortized cost and thus are not included within the fair value hierarchy.

Note 5: Receivables

Receivables at September 30, 2020, consist of the following:

Fund	Taxes	Accounts Receivable	Grants Receivable	Special Assessments	Interest	Total Receivables
General	$ 1,265,987	$ 584,781	$ 1,010,128	$ -	$ -	$ 2,860,896
Debt Service	577,284	-	-	4,350	48	581,682
Keno	-	125,808	-	-	-	125,808
Redevelopment Fund	559,216	-	-	-	-	559,216
Sewer	-	558,335	-	-	-	558,335
	$ 2,402,487	$ 1,268,924	$ 1,010,128	$ 4,350	$ 48	$ 4,685,937

The City anticipates collecting all outstanding receivables.

Note 6: Capital Assets and Depreciation

Capital asset activity for the year ended September 30, 2020, was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental Activities				
Land	$ 15,609,324	$ -	$ -	$ 15,609,324
Construction in progress	16,731,244	3,881,921	(4,330,592)	16,282,573
Total capital assets, not being depreciated	32,340,568	3,881,921	(4,330,592)	31,891,897
Capital assets, being depreciated				
Buildings	24,015,649	378,460	-	24,394,109
Improvements/infrastructure	62,923,509	3,952,131	-	66,875,640
Equipment/furniture/vehicles	12,253,352	309,252	(420,080)	12,142,524
Total capital assets, being depreciated	99,192,510	4,639,843	(420,080)	103,412,273
Accumulated Depreciation				
Buildings	(13,398,211)	(974,563)	-	(14,372,774)
Improvements/infrastructure	(32,325,276)	(2,667,215)	-	(34,992,491)
Equipment/furniture/vehicles	(8,925,208)	(617,788)	420,080	(9,122,916)
Total accumulated depreciation	(54,648,695)	(4,259,566)	420,080	(58,488,181)
Capital assets being depreciated, net	44,543,815	380,277	-	44,924,092
Governmental activities capital assets, net	$ 76,884,383	$ 4,262,198	$ (4,330,592)	$ 76,815,989

Depreciation was charged to functions/programs as follows:

Governmental Activities	
General services	$ 385,755
Public safety	648,315
Culture and recreation	410,650
Public works	2,814,846
Total governmental activities depreciation expense	$ 4,259,566

Note 6: Capital Assets and Depreciation (Continued)

	Beginning Balance	Increases	Decreases	Ending Balance
Business-type Activities				
Land	$ 9,524	$ -	$ -	$ 9,524
Construction in progress	127,882	38,002	-	165,884
Total capital assets, not being depreciated	137,406	38,002	-	175,408
Capital assets, being depreciated				
Building and improvements	9,365	-	-	9,365
Sewer line system	7,872,662	-	-	7,872,662
Equipment and furniture	1,942,636	563	(68,927)	1,874,272
Total capital assets, being depreciated	9,824,663	563	(68,927)	9,756,299
Accumulated depreciation				
Building and improvements	(9,365)	-	-	(9,365)
Sewer line system	(3,631,577)	(156,132)	-	(3,787,709)
Equipment and furniture	(1,220,530)	(114,413)	68,927	(1,266,016)
Total accumulated depreciation	(4,861,472)	(270,545)	68,927	(5,063,090)
Capital assets being depreciated, net	4,963,191	(269,982)	-	4,693,209
Business-type activities capital assets, net	$ 5,100,597	$ (231,980)	$ -	$ 4,868,617

Depreciation was charged to functions/programs as follows:

Business-type Activities	
Sewer	$ 270,545

Note 7: Short-term Liabilities

The City incurs short term liabilities during the fiscal year as a result of its normal operations. The following is a summary of short-term liability activity of the City for the year ended September 30, 2020

	Beginning Balance	Additions	Reductions	Ending Balance
Governmental Activities				
Short-term liabilities				
Accounts payable	$ 3,395,896	$ 21,352,603	$ 24,071,578	$ 676,921
Accrued expenses	1,249,055	947,181	1,260,498	935,738
State sales and use tax refunds payable	1,351,136	1,000,443	1,351,136	1,000,443
Total governmental short-term liabilities	$ 5,996,087	$ 23,300,227	$ 26,683,212	$ 2,613,102
Business-type Activities				
Short-term liabilities				
Accounts payable	$ 1,040,177	$ 3,136,006	$ 3,382,572	$ 793,611
Accrued expenses	117,457	505,401	383,612	239,246
Total business-type short-term liabilities	$ 1,157,634	$ 3,641,407	$ 3,766,184	$ 1,032,857

Note 8: Long-term Liabilities

General obligation bonds, issued by the City for various municipal improvements, are repaid through the Debt Service Fund (sales and use tax, property tax), the General Fund (highway allocation revenue), and the Redevelopment Fund (sales and use tax). The City has pledged its full faith and credit as collateral for the general obligation bonds. The City has no debt outstanding subject to legal debt limitations. The City's borrowing capacity is restrained by maintaining the City's debt at a responsible level.

The following is a summary of long-term debt activity of the City for the year ended September 30, 2020:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental Activities					
Bonds payable					
General obligation bonds	$ 22,075,000	$ 4,690,000	$ 7,880,000	$ 18,885,000	$ 2,805,000
Tax revenue bonds	18,065,000	-	505,000	17,560,000	515,000
Notes from direct placements	2,810,000	-	325,000	2,485,000	330,000
Premium/discount on bonds issued	247,341	294,218	90,007	451,552	-
Total bonds payable	43,197,341	4,984,218	8,800,007	39,381,552	3,650,000
Other long-term liabilities					
Installment notes payable - direct borrowings	362,605	-	148,794	213,811	141,015
Compensated absences	1,699,759	907,917	709,723	1,897,953	143,945
Total other long term liabilities	2,062,364	907,917	858,517	2,111,764	284,960
Total governmental long-term liabilities	$ 45,259,705	$ 5,892,135	$ 9,658,524	$ 41,493,316	$ 3,934,960
Business-type Activities					
Other long-term liabilities					
Compensated absences	$ 46,340	$ 39,573	$ 40,449	$ 45,464	$ 2,095

The compensated absences and installment notes payable reported as governmental activities will be paid from the General Fund.

The compensated absences of the business-type activities will be paid from the Sewer Fund.

Note 8: Long-term Liabilities (Continued)

Long-term bonded debt and notes payable are comprised of the following:

	Original Borrowing	Interest Rates	Final Maturity	Date Callable	Outstanding Balance
Governmental Activities					
General obligation bonds:					
June 28, 2012, GO refunding bonds	$ 8,915,000	0.300-3.250%	12/15/2032	06/28/2017	$ 730,000
December 31, 2014 public safety tax anticipation refunding bonds	835,000	1.850-2.350%	11/15/2022	12/31/2019	325,000
December 31, 2014 highway allocation refunding bonds	790,000	1.850-3.250%	11/15/2028	12/31/2019 *	535,000
December 31, 2014 facilities corp refunding bonds	2,935,000	1.750-3.650%	03/15/2035	12/31/2019	1,260,000
December 1, 2015, GO refunding bonds	8,240,000	0.500-2.350%	12/15/2026	12/01/2020	4,960,000
May 24, 2016, highway allocation refunding bonds	2,070,000	1.000-3.125%	05/01/2041	05/01/2041 **	1,805,000
September 5, 2018 GO offstreet parking series 2018 Garage 1	4,955,000	1.700-4.000%	09/01/2038	09/05/2023	4,580,000
December 15, 2019, GO refunding bonds	4,690,000	1.482-3.300%	12/15/2032	12/30/2024	4,690,000
Total general obligation bonds					$ 18,885,000
Special tax revenue bonds:					
December 21, 2017, tax supported improvement bonds	18,840,000	1.250-5.000%	07/15/2042	07/15/2022	$ 17,560,000
Direct Placements					
September 21, 2018, refunding certificates of participation	3,150,000	1.5000-3.000%	12/15/2026	12/15/2023	$ 2,485,000
Total Bonds					$ 38,930,000
Installment notes payable - direct borrowings***					
May 1, 2018, street sweeper		3.00%	05/01/2022		$ 80,419
May 1, 2018, dump truck		3.00%	05/01/2022		85,698
July 18, 2018, bucket truck		3.00%	08/01/2022		47,694
Total installment notes payable					$ 213,811

* Bonds are subject to mandatory redemption in various amounts prior to maturity beginning November 15, 2015.

** Bonds are subject to mandatory redemption in various amounts prior to maturity beginning May 1, 2017.

*** Installment notes payable are collateralized by the equipment acquired.

Note 8: Long-term Liabilities (Continued)

Maturities of the long-term debt, subject to mandatory redemption are as follows:

Governmental Activities

Year Ending September 30,	General Obligation Bonds		Tax Revenue Bonds	
	Principal	Interest	Principal	Interest
2021	2,805,000	506,844	$ 515,000	$ 616,900
2022	2,840,000	439,055	545,000	591,150
2023	2,180,000	365,735	570,000	563,900
2024	1,565,000	314,811	600,000	535,400
2025	1,595,000	274,058	630,000	505,400
2026-2030	3,905,000	956,767	3,560,000	2,110,000
2031-2035	2,410,000	510,109	4,140,000	1,528,600
2036-2040	1,470,000	144,625	4,835,000	833,463
2041-2045	115,000	3,593	2,165,000	106,113
	$ 18,885,000	$ 3,515,597	$ 17,560,000	$ 7,390,925

Year Ending September 30,	Notes from Direct Placements		Installment Notes - Direct Borrowings	
	Principal	Interest	Principal	Interest
2021	330,000	62,793	141,015	5,455
2022	335,000	55,749	72,796	1,160
2023	345,000	48,045	-	-
2024	355,000	38,925	-	-
2025	360,000	28,200	-	-
2026-2027	760,000	22,950	-	-
	$ 2,485,000	$ 256,662	$ 213,811	$ 6,615

The City's outstanding notes from direct borrowings and direct placements related to government activities of $2,485,000 contain a provision that in an event of default, outstanding amounts become immediately due if the City is unable to make payment.

On December 15, 2019, the City issued general obligation refunding bonds, Series 2019 in the amount of $4,690,000 and a premium of $294,218 for the purpose of refunding $3,260,000 of outstanding 2012 refunding bonds and $1,655,000 of outstanding 2014 refunding bonds. The Bonds have an interest rate of 1.2% - 4.0% and annual maturity dates of December 15, 2020 through December 15, 2032. The Series 2019 Bonds are subject to optional redemption prior to maturity on and after the fifth anniversary of the date of issue. As a result of refunding, the City decreased its total debt service over the next 12 years by approximately $155,073 net of underwriting and transactions costs, and obtained an economic gain (difference between present values of the debt service payments on the old and new debt) of approximately $128,543.

Note 9: Interfund Balances and Activity

During the course of operations, numerous transactions occur between individual funds that may result in amounts owed between funds.

Transfers are used to (a) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, (b) move revenues from restricted funds to funds where the expenditures were incurred related to the restrictions and to (c) use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

Transfer To/From Other Funds at September 30, 2020, consists of the following cash transfers:

	Transfer From					
Transfer To	General Fund	Debt Service Fund	Capital Improvement Fund	Keno Fund	Redevelopment Fund	Total
General	$ -	$ -	$ -	$ 115,843	$ -	$ 115,843
Debt Service	624,453	-	757,094	-	343,923	1,725,470
Capital Improvements	172,994	717,440	-	401,756	-	1,292,190
Redevelopment Fund	-	940,110	-	-	-	940,110
	$ 797,447	$ 1,657,550	$ 757,094	$ 517,599	$ 343,923	$ -

Note 10: Retirement Plans

The employees of the City are covered by several defined contribution retirement plans as detailed below. All plans are administered by outside trustees and, therefore, are not included in the City's basic financial statements. Any plan provisions or amendments are reviewed and approved by the Mayor and City Council. The City plans are administered by the International Cities and Counties Manager Association - Retirement Corporation (ICMA-RC). ICMA-RC is a not-for-profit organization chartered to provide a portable retirement plan for government employers nationwide. The City's total pension expense was $523,608.

City Administrator's Retirement Plan

The City has a defined contribution pension plan covering the City Administrator, the only participant in this plan. The plan requires that the City and the employee contribute an amount equal to 10.80% and 6.27%, respectively, of the employee's base salary per pay period. The City's pension expense and plan member's contributions to the plan for the year ended September 30, 2020, were $17,424 and $10,116, respectively.

Civilian Employee Retirement Plan

The City has a defined contribution pension plan covering all civilian employees who are eligible with 105 participants as of September 30, 2020. The plan requires that both the employee and the City contribute an amount equal to 6% of the employee's base salary per pay period. The plan allows for forfeitures to be used to pay administration costs of the plan and then used to reduce the City's contributions. Employees are fully vested in their contributions and begin vesting in employer contributions after four years and are fully vested after seven years. The City's pension expense and plan members' contributions to the plan for the year ended September 30, 2020, were $266,763 each.

Police Retirement Plan

The City has a defined contribution pension plan for its full-time employees in the Police Department with 50 participants as of September 30, 2020. The plan was converted effective January 1, 1984, from a defined benefit plan to a defined contribution plan. The plan requires that both the employee and the City contribute an amount equal to 7% of the employee's base salary per pay period. The plan allows for forfeitures to be used to pay administration costs of the plan and then used to reduce the City's contributions. Employees are fully vested in their contributions and begin vesting in employer contributions after four years and are fully vested after seven years. The City's pension expense and plan members' contributions to the plan for the year ended September 30, 2020, were $239,421 each.

Note 10: Retirement Plans (Continued)

Fire Retirement Plan

The City has a defined contribution pension plan for its full time employees in the Fire Department. The plan was effective June 2007. The plan requires that the employee contribute an amount equal to 6.5% and the City contribute an amount equal to 13% of the employee's base salary per pay period. The plan allows for forfeitures to be allocated to the Unallocated Employer Account and if the Unallocated Employer Account is insufficient to meet plan liabilities, then forfeitures shall first be used to pay expenses of administration and then reduce City contributions.

Employees are fully vested in their own contributions and begin vesting in employer contributions after four years and are fully vested after seven years. The only employee in the plan, the Fire Chief, retired in July 2018 and therefore for the year ended September 30, 2020, there were no City or employee contributions.

Deferred Compensation Plan

The City offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan, available to all regular permanent full and part-time City employees, permits them to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death or unforeseeable emergency.

All amounts of compensation deferred under the plan, all property and rights purchased with those amounts, and all income attributable to those amounts, property, or rights are (until paid or made available to the employee or other beneficiary) held in trust for the exclusive benefits of the participants and their beneficiaries. The plan assets are held in trust by a third party, ICMA-RC, for the employees and are not reflected in these financial statements.

Note 11: Risk Management

The City is exposed to various risks of loss related to torts, theft, damage to, or destruction of assets, errors or omissions, injuries to employees, or natural disasters. These risks are transferred to independent insurance carriers and no self-insurance program is maintained by the City. City management believes adequate coverage exists for potential exposures as of September 30, 2020. The City did not pay any settlement amounts which exceeded its insurance coverage for any of the three preceding years.

Note 12: Commitments and Contingencies

Commitments

During the year, the City has accepted various bids for street improvements and other projects in the normal course of business that have not been completed and/or fully paid for at year-end. As of September 30 the City's construction project commitments total $879,089.

Claims and Litigation

The City is involved in various litigation matters in the normal course of business. The outcome of such litigation is not expected to have a material effect on the City's financial position or results of operations.

Government Grants

The City participates in several federally assisted grant programs, which are subject to financial and compliance audits or reviews. The amount of expenditures, if any, which may be disallowed by the granting agencies, is not determinable at this time; however, City officials do not believe that such amounts, if any, will be significant.

Intergovernmental Revenues

Amounts received or receivable from federal, state and local agencies are subject to agency audit and adjustment. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable fund. The amount, if any, of funds which may be disallowed by the agencies cannot be determined at this time although the City expects such amounts, if any, to be immaterial.

Note 12: Commitments and Contingencies (Continued)

State Sales and Use Tax Refunds

Qualified companies in the State of Nebraska are allowed certain benefits under various legislative acts and incentive programs, including refunds of sales and use taxes paid. These refunds can include the local option tax as well as state taxes. Under State Statute, the State Tax Commissioner must notify an affected city, village, county, or municipal county of any pending refund claims of more than twenty-five thousand dollars by June 15 of a given year. The notification must be made by July 1 of the same year and the refund will be made on or after November 15. On a monthly basis, the State notifies the City of approved refund claims exceeding $25,000. The State pays the refund to the recipient and, twelve months later, deducts that amount from the City's sales and use tax proceeds. If the amount of a refund exceeds 25% of the City's sales and use tax receipts for a prior fiscal year, the deduction will be made in twelve equal installments beginning thirteen months after the payment is made by the State to the recipient. The City accrues these tax refunds due upon receipt of notification from the State Tax Commissioner.

The amount of tax refunds due, if any, under these acts and programs is not determinable by the City until notification is made by the state.

As of September 30, 2020, the City had been notified of $1,000,443 of state sales and use tax refunds due, which are to be repaid starting in December 2020 through September 2021. This amount is recognized as a liability on the financial statements.

Between December 2020 and January 2021, the City was notified by the state of approximately $1,592,822 of additional state sales tax refunds due beginning in November 2021.

Note 13: Interlocal Agreements

Fire Department

In October 2013, the City entered into an interlocal agreement with the City of Papillion ("Papillion") and the Papillion Rural Fire District ("RFD") to allow Papillion to expand its fire department operations to provide fire and emergency medical services ("EMS") for all of the participants to the agreement and areas within each participants' boundaries beginning April 1, 2014. In consideration for these services, the City and RFD each contribute proportionate funding and use of their respective fire and EMS equipment, fire apparatuses, EMS medic units and other fire or EMS vehicles and fire department real property. The agreement will terminate on September 30, 2033, with optional ten-year terms thereafter.

Under the terms of the agreement, the participants have created a mutual finance organization as authorized under the Nebraska Municipal Finance Assistance Act, known as the Papillion Fire Protection Mutual Finance Organization ("MFO"). The MFO is responsible for transacting business for financing the operation and equipment needs of the fire department or MFO; having charge and custody of and managing all funds of the MFO; and seeking funding from the Nebraska Mutual Finance Assistance Fund or other potential funding organizations. The participants in the MFO are required to levy a general fund property tax at an equal rate for the purpose of jointly funding the single fire department operations. The rate must have unanimous approval from all participants and exclude levies for bonded indebtedness and lease-purchase contracts in existence on July 1, 1998. The Papillion Finance Director serves as the fiscal agent of the MFO.

As of September 30, 2020, the MFO has not issued debt nor acquired title to any assets. Any debt or assets of the MFO would be split amongst the participants.

During the year ended September 30, 2020, the City paid $2,144,148 to Papillion in consideration of services rendered. The City received $506,670 from the MFO, as determined by the terms of the interlocal agreement.

Police Academy

On April 4, 2017, the City entered into the Law Enforcement Training Academy interlocal agreement with Sarpy County, Douglas County, the City of Papillion and the City of Bellevue to create the Sarpy-Douglas Law Enforcement Academy (SDLEA). The City provides office space and administrative and accounting support for the SDLEA. Each participating agency contributes $20,000 per year to the Policy Academy Fund and provides training locations for the classes.

Note 13: Interlocal Agreements (Continued)

The Agreement is administered by an Advisory Board consisting of the chief law enforcement officer of each participating agency, or his or her designee. The Advisory Board members are responsible for the overall policies and administration of this Agreement. The governing board is known as the Sarpy-Douglas Law Enforcement Academy Advisory Board. The Board makes any and all decisions based on the concurrence of a majority of the Board members after providing an opportunity for all Board members to be involved in any and all such decisions. The Sarpy-Douglas Law Enforcement Academy Advisory Board shall meet at least four times each year, with such additional meetings held as often as its members deem advisable. The Advisory Board shall annually in the month of September, from among themselves, elect a chairperson on a rotating basis. The Board shall establish and implement rules and procedures not inconsistent with the terms of this Agreement for implementation hereof.

The Agreement shall be effective for a term of five (5) years beginning on October 1, 2017 and ending September 30, 2022. The Agreement may only be terminated upon the mutual agreement of all participating agencies. At the end of the initial five year term, the agreement shall automatically renew for two (2) additional one year terms unless any Party to the Agreement gives written notice by April 1 prior to the effective date of the termination to the other participating agencies as to its desire to withdraw or terminate or amend the Agreement.

During the year ended September 30, 2020, the City received $102,405 from the participating agencies and the City contributed $20,000 as an expense from the General Fund to the Police Academy Fund, as determined by the terms of the interlocal agreement.

Note 14: Tax Abatements

The state approves tax abatements under the Tax Increment Financing Program (TIF), the Nebraska Advantage Act and the Employment and Investment Growth Act.

TIF provides property tax abatements to encourage improvements to blighted property. The program is established under the auspices of a state statue (Article 21, Section 18-2101 – 2144) empowering cities and counties to establish such programs. The abatements equal 100 percent of the additional property tax resulting from the increase in assessed value as a result of the improvements, as administered as a rebate of the incremental taxes generated from improvements to property, and last for 15 years (or fewer, if the loan is paid off). Eligibility for approval requires the property to have no loss of pre-existing tax revenues, and the developer demonstrates the project is not feasible without TIF. Abatements are obtained through application by the property owner and are reviewed and approved by the Council prior to commencing the improvements. This refund reduces the next property tax paid to the City. As of September 30, 2020, the City has entered into agreements with developers under TIF.

The Employment and Investment Growth Act under State Legislative Bill (LB) 775 and the Nebraska Advantage Act under LB 312 grants tax credits and sales tax refunds for companies that hire at least 30 new employees and invest at least $3 million. These acts allow a refund of sales tax paid on equipment or other taxable property purchased in connection with the project. This refund to companies reduces the net monthly sales receipts remitted to the City.

Taxes abated under these programs for the fiscal year ended September 30, 2020 were $1,126,942. This consists of $126,499 pertaining to the Tax Increment Financing Program and $1,000,443 pertaining to the Employment and Investment Growth Act and Nebraska Advantage Act.

Note 15: Prior Period Adjustment

During the year, the City identified that the September 30, 2019 liabilities, expenditures and fund balance in the General Fund, Debt Service Fund and 84th Street Redevelopment Fund were misstated for not accruing sales tax refunds payable. The beginning fund balance in these funds was reduced through a prior period adjustment in the fund financial statements decreasing the General Fund's beginning fund balance by $675,568, Debt Service Fund's beginning fund balance by $337,784 and the 84th Street Redevelopment Fund's fund balance by $337,784. This adjustment had no effect on net position as of September 30, 2019.

Required Supplementary Information

REQUIRED SUPPLEMENTARY INFORMATION

Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual (Budget Basis) – General Fund
Year Ended September 30, 2020

	Original Budget	Final Budget	Actual	Variance With Final Budget Positive (Negative)
Revenues				
Taxes	$ 16,084,711	$ 16,374,341	$ 14,969,782	$ (1,404,559)
Licenses and permits	565,150	565,150	560,732	(4,418)
Intergovernmental revenues	2,327,605	2,327,605	2,198,973	(128,632)
Charges for services	463,807	377,807	251,189	(126,618)
Grant income	70,160	70,160	70,486	326
Interest income	29,333	29,333	(49,668)	(79,001)
Miscellaneous	66,616	66,616	81,289	14,673
Total revenues	19,607,382	19,811,012	18,082,783	(1,728,229)
Expenditures				
General government	4,759,204	4,759,204	4,231,609	527,595
Public works	2,513,758	2,513,758	1,643,429	870,329
Public safety	7,369,151	7,498,688	7,224,556	274,132
Culture and recreation	2,356,075	2,356,075	1,766,393	589,682
Public library	908,468	908,468	763,919	144,549
Community development	687,211	687,211	587,220	99,991
Capital outlay	592,110	592,110	309,251	282,859
Debt service principal	158,697	158,697	157,998	699
Total expenditures	19,344,674	19,474,211	16,684,375	2,789,836
Excess of Revenues Over Expenditures	262,708	336,801	1,398,408	1,061,607
Other Financing Sources (Uses)				
Operating transfers net	(664,457)	(879,868)	(508,621)	371,247
Total other financing sources (uses)	(664,457)	(879,868)	(508,621)	371,247
Net Change in Fund Balances	$ (401,749)	$ (543,067)	$ 889,787	$ 1,432,854
Basic differences (accruals) occur because the cash basis of accounting used for budgeting differs from the modified accrual basis of accounting prescribed for governmental funds			1,466,700	
Balance on a GAAP Basis			$ 2,356,487	

See Notes to Required Supplementary Information

Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual (Budget Basis) – Keno Fund
Year Ended September 30, 2020

	Original Budget	Final Budget	Actual	Variance With Final Budget Positive (Negative)
Revenues				
Keno	$ 1,190,000	$ 1,190,000	$ 1,389,975	$ 199,975
Miscellaneous	-	-	10,492	10,492
Interest income	16,420	16,420	28,953	12,533
Total revenues	1,206,420	1,206,420	1,429,420	223,000
Expenditures				
General government	35,090	35,090	21,308	13,782
Community betterment	674,986	674,986	513,616	161,370
Total expenditures	710,076	710,076	534,924	175,152
Excess of Revenues Over Expenditures	496,344	496,344	894,496	398,152
Other Financing Sources (Uses)				
Operating transfers out	(622,322)	(822,322)	(517,599)	304,723
Total other financing sources (uses)	(622,322)	(822,322)	(517,599)	304,723
Net Change in Fund Balances	$ (125,978)	$ (325,978)	$ 376,897	$ 702,875
Basic differences (accruals) occur because the cash basis of accounting used for budgeting differs from the modified accrual basis of accounting prescribed for governmental funds			30,310	
Balance on a GAAP Basis			$ 407,207	

See Notes to Required Supplementary Information

REQUIRED SUPPLEMENTARY INFORMATION

Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual (Budget Basis) – Police Academy Fund
Year Ended September 30, 2020

	Original Budget	Final Budget	Actual	Variance With Final Budget Positive (Negative)
Revenues				
Intergovernmental	$ 84,000	$ 100,000	$ 103,562	$ 3,562
Interest income	83	83	258	175
Total revenues	84,083	100,083	103,820	3,737
Expenditures				
Public Safety	98,596	98,596	95,241	3,355
Total expenditures	98,596	98,596	95,241	3,355
Deficiency of Revenues Under Expenditures	(14,513)	1,487	8,579	7,092
Other Financing Sources				
Operating transfers in	21,000	-	-	-
Total other financing sources	21,000	-	-	-
Net Change in Fund Balances	$ 6,487	$ 1,487	$ 8,579	$ 7,092
Basic differences (accruals) occur because the cash basis of accounting used for budgeting differs from the modified accrual basis of accounting prescribed for governmental funds			(3,538)	
Balance on a GAAP Basis			$ 5,041	

See Notes to Required Supplementary Information

Note 1: Budgetary Accounting

The City prepares its budgets on a cash basis of accounting. Accordingly, revenues are recognized when cash is received by the City and expenditures are recognized when cash is disbursed. This is a comprehensive basis of accounting in contrast to accounting principles generally accepted in the United States of America. Under this method of accounting, all unexpended appropriations lapse at the end of the budget year.

Amounts presented on the cash basis of accounting differ from those presented in accordance with modified accrual basis due to the treatment of afforded accruals. A reconciliation for the year ended September 30, 2020, which discloses the nature and amount of the adjustments necessary to convert the actual modified accrual basis data to the budgetary basis, is presented on each schedule.

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Other Supplementary Information

Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual (Budget Basis) – Debt Service Fund
Year Ended September 30, 2020

	Original Budget	Final Budget	Actual	Variance With Final Budget Positive (Negative)
Revenues				
Property taxes	$ 935,285	$ 1,000,851	$ 984,575	$ (16,276)
Sales taxes	2,912,248	2,439,338	2,092,342	(346,996)
Motor vehicle taxes	3,636	3,636	2,216	(1,420)
Special Assessments	50,000	50,000	610	(49,390)
Interest income	36,937	36,937	27,726	(9,211)
Other income	506,714	506,714	511,499	4,785
Total revenues	4,444,820	4,037,476	3,618,968	(418,508)
Expenditures				
General government	134,445	134,445	159,373	(24,928)
Debt service principal retirement	3,917,500	3,290,000	2,605,000	685,000
Debt service interest	1,316,703	625,148	377,627	247,521
Total expenditures	5,368,648	4,049,593	3,142,000	907,593
Excess (Deficiency) of Revenues Over (Under) Expenditures	(923,828)	(12,117)	476,968	489,085
Other Financing Sources				
Operating transfers out	(888,159)	(1,040,221)	(827,993)	212,228
Total other financing sources	(888,159)	(1,040,221)	(827,993)	212,228
Net Change in Fund Balances	$ (1,811,987)	$ (1,052,338)	$ (351,025)	$ 701,313
Basic differences (accruals) occur because the cash basis of accounting used for budgeting differs from the modified accrual basis of accounting prescribed for governmental funds			237,298	
Balance on a GAAP Basis			$ (113,727)	

Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual (Budget Basis) – Capital Improvement Fund
Year Ended September 30, 2020

	Original Budget	Final Budget	Actual	Variance With Final Budget Positive (Negative)
Revenues				
Charges for Services	$ -	$ 115,000	$ 11,781	$ (103,219)
Grant Income	-	-	933,527	
Interest income	23,182	23,182	3,670	(19,512)
Total revenues	23,182	138,182	948,978	810,796
Expenditures				
Capital Outlay	9,792,500	10,729,512	4,186,446	6,543,066
General Government	170,087	345,787	147,457	198,330
Total expenditures	9,962,587	11,075,299	4,333,903	6,741,396
Deficiency of Revenues Under Expenditures	(9,939,405)	(10,937,117)	(3,384,925)	7,552,192
Other Financing Sources				
Operating transfers net	2,848,346	2,539,411	1,258,024	(1,281,387)
Bond proceeds	8,460,000	8,500,000	-	(8,500,000)
Total other financing sources	11,308,346	11,039,411	1,258,024	(9,781,387)
Net Change in Fund Balances	$ 1,368,941	$ 102,294	$ (2,126,901)	$ (2,229,195)
Basic differences (accruals) occur because the cash basis of accounting used for budgeting differs from the modified accrual basis of accounting prescribed for governmental funds			1,953,802	
Balance on a GAAP Basis			$ (173,099)	

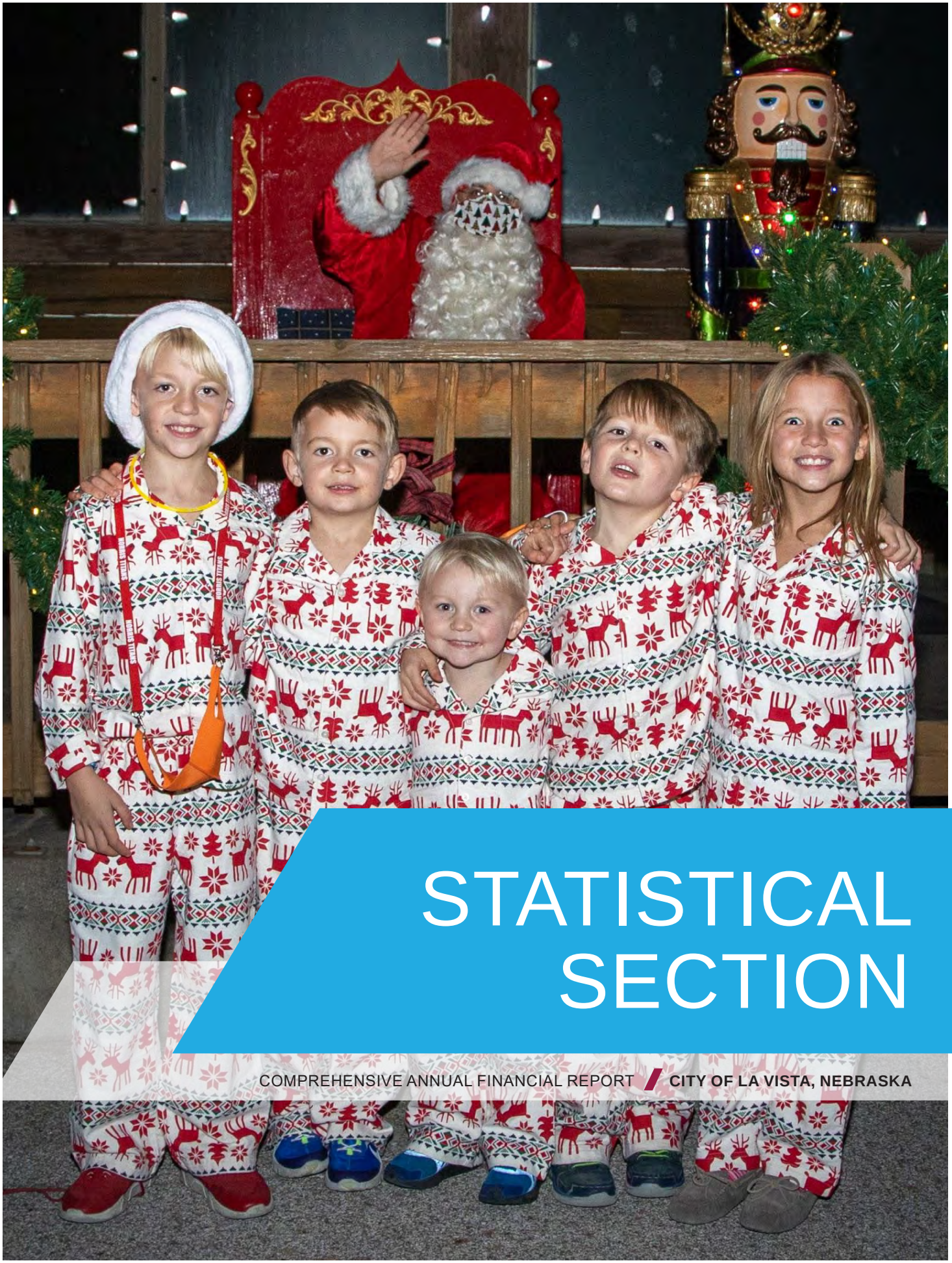
Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual (Budget Basis) – Economic Development Program Fund
Year Ended September 30, 2020

	Original Budget	Final Budget	Actual	Variance With Final Budget Positive (Negative)
Revenues				
Interest income	$ 517	$ 517	$ 26	$ (491)
Total revenues	517	517	26	(491)
Expenditures				
General government	-	3,075,000	-	3,075,000
Debt service principal retirement	230,000	-	-	-
Debt service interest	115,897	62,466	-	62,466
Total expenditures	345,897	3,137,466	-	3,137,466
Excess (Deficiency) of Revenues Over (Under) Expenditures	(345,380)	(3,136,949)	26	3,136,975
Other Financing Sources				
Operating transfers out	(200,000)	-	-	-
Bond proceeds	-	3,000,000	-	(3,000,000)
Total other financing sources	(200,000)	3,000,000	-	(3,000,000)
Net Change in Fund Balances	$ (545,380)	$ (136,949)	$ 26	$ 136,975
Basic differences (accruals) occur because the cash basis of accounting used for budgeting differs from the modified accrual basis of accounting prescribed for governmental funds			-	
Balance on a GAAP Basis			$ 26	

Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual (Budget Basis) – 84th Street Redevelopment Fund
Year Ended September 30, 2020

	Original Budget	Final Budget	Actual	Variance With Final Budget Positive (Negative)
Revenues				
Sales taxes	$ 2,818,742	$ 2,345,832	$ 2,055,059	$ (290,773)
Interest income	66,252	66,252	56,379	(9,873)
Other income	800,000	29,485	-	(29,485)
Total revenues	3,684,994	2,441,569	2,111,438	(330,131)
Expenditures				
Community development	300,000	300,090	230,147	69,943
General governmental	500	410	750	(340)
Capital outlay	6,035,731	10,700,000	3,996,424	6,703,576
Debt service principal retirement	1,190,000	505,000	505,000	-
Debt service interest	1,546,004	728,187	630,688	97,499
Total expenditures	9,072,235	12,233,687	5,363,009	6,870,678
Deficiency of Revenues Under Expenditures	(5,387,241)	(9,792,118)	(3,251,571)	6,540,547
Other Financing Sources				
Operating transfers net	(897,408)	200,000	596,187	396,187
Bond proceeds	-	6,500,000	-	(6,500,000)
Total other financing sources	(897,408)	6,700,000	596,187	(6,103,813)
Net Change in Fund Balances	$ (6,284,649)	$ (3,092,118)	$ (2,655,384)	$ 436,734
Basic differences (accruals) occur because the cash basis of accounting used for budgeting differs from the modified accrual basis of accounting prescribed for governmental funds			966,030	
Balance on a GAAP Basis			$ (1,689,354)	

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STATISTICAL SECTION

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Statistical Section

This section of the City of La Vista's comprehensive annual financial report contains trend information to indicate how the City's financial performance and position have changed over time. It also provides a context for the information presented in the financial statements, note disclosures, and required supplementary information.

Contents

	Pages
Financial Trends	**72-81**

These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

Revenue Capacity	**82-88**

These schedules contain information to help the reader assess the City's most significant local revenue sources: Property Tax and Sales Tax

Debt Capacity	**90-94**

These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future

Demographic and Economic Information	**95-96**

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.

Operating Information	**97-99**

These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the city provides and the activities it performs.

Source: Unless otherwise noted, the information in these schedules is derived from the annual financial reports for the relevant year.

Table 1a

Net Position by Component
Last Ten Years Fiscal Years
(Accrual Basis of Accounting)

	Fiscal Year				
	2011	2012	2013	2014	2015
Governmental activities:					
Net investment in capital assets	$ 12,776,059	15,143,780	19,712,625	21,279,103	22,643,751
Restricted	2,712,041	2,491,321	2,082,173	1,216,946	3,504,013
Unrestricted	9,169,085	8,600,472	10,015,035	10,613,657	10,365,699
Total governmental activities net position	$ 24,657,185	26,235,573	31,809,833	33,109,706	36,513,463
Business-type activities:					
Net investment in capital assets	$ 5,079,147	5,200,724	5,898,032	5,788,436	5,613,220
Restricted	-	-	-	-	-
Unrestricted	803,522	876,233	1,065,640	1,027,671	1,200,275
Total business-type activities net position	$ 5,882,669	6,076,957	6,963,672	6,816,107	6,813,495
Primary Government					
Net investment in capital assets	$ 17,855,206	20,344,504	25,610,657	27,067,539	28,256,971
Restricted	2,712,041	2,491,321	2,082,173	1,216,946	3,504,013
Unrestricted	9,972,607	9,476,705	11,080,675	11,641,328	11,565,974
Total primary government net position	$ 30,539,854	32,312,530	38,773,505	39,925,813	43,326,958

Table 1b

Net Position by Component (Continued)
Last Ten Years Fiscal Years
(Accrual Basis of Accounting)

	Fiscal Year				
	2016	2017	2018	2019	2020
Governmental activities:					
Net investment in capital assets	26,375,291	28,465,755	32,292,598	35,719,808	37,618,808
Restricted	9,145,027	7,154,675	9,039,861	7,197,216	11,930,359
Unrestricted	6,748,900	9,201,744	7,954,650	10,358,433	7,664,958
Total governmental activities net position	42,269,218	44,822,174	49,287,109	53,275,457	57,214,125
Business-type activities:					
Net investment in capital assets	5,308,491	5,158,341	5,035,436	5,005,395	4,868,617
Restricted	-	-	-	-	-
Unrestricted	1,002,419	1,268,020	2,170,247	2,872,294	3,611,131
Total business-type activities net position	6,310,910	6,426,361	7,205,683	7,877,689	8,479,748
Primary Government					
Net investment in capital assets	31,683,782	33,624,096	37,328,034	40,725,203	42,487,425
Restricted	9,145,027	7,154,675	9,039,861	7,197,216	11,930,359
Unrestricted	7,751,319	10,469,764	10,124,897	13,230,727	11,276,089
Total primary government net position	48,580,128	51,248,535	56,492,792	61,153,146	65,693,873

Table 2a

CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
(Accrual Basis of Accounting)

	Fiscal Year				
	2011	2012	2013	2014	2015
Expenses:					
Governmental Activities					
General government	$ 2,600,340	2,280,932	2,464,606	2,830,676	3,042,745
Public safety	4,594,288	5,050,454	4,928,992	5,671,727	6,369,785
Public works	3,330,530	3,290,489	3,470,958	3,686,477	3,710,503
Culture and recreation	2,677,742	2,558,430	2,507,328	2,643,595	2,641,524
Community betterment	396,069	420,338	542,381	476,137	471,751
Community development	1,159,090	1,144,697	3,041,707	570,548	579,238
Interest on long-term debt	3,002,580	2,554,174	2,442,261	2,360,424	2,275,121
Total Governmental Activities Expenses	17,760,639	17,299,514	19,398,233	18,239,584	19,090,667
Business-type activities					
Sewer	2,134,557	2,322,889	2,620,300	3,034,561	3,021,293
Golf	442,410	447,968	387,343	392,987	367,118
Total Business-Type Activities Expenses	2,576,967	2,770,857	3,007,643	3,427,548	3,388,411
Total Primary Government Expenses	$ 20,337,606	20,070,371	22,405,876	21,667,132	22,479,078
Program Revenues					
Governmental Activities					
Charges for Services					
General government	$ 597,706	427,362	464,950	511,857	663,837
Public safety	-	-	-	-	-
Public works	-	-	-	-	-
Culture and recreation	922,229	432,726	475,908	455,299	283,575
Community betterment	1,490,596	1,298,859	1,256,231	1,314,587	1,389,381
Community development	-	-	-	-	-
Operating Grants and Contributions	2,070,211	2,168,791	1,934,709	2,026,822	2,362,743
Capital Grants and Contributions	2,896,413	1,305,307	748,876	343,354	718,596
Total Governmental Activities Program Revenues	7,977,155	5,633,045	4,880,674	4,651,919	5,418,132
Business-Type Activities					
Charges for services					
Sewer	2,364,615	2,451,692	2,623,684	2,651,549	2,979,124
Golf	263,344	260,301	236,325	229,615	248,149
Operating Grants and Contributions	-	-	24,082	24,233	22,918
Capital Grants and Contributions	-	-	-	-	-
Total Business-Type Activities Program Revenues	2,627,959	2,711,993	2,884,091	2,905,397	3,250,191
Total Primary Government Program Revenue	$ 10,605,114	8,345,038	7,764,765	7,557,316	8,668,323
Net (Expense)/Revenue					
Governmental Activities	$ (9,783,484)	(11,666,469)	(14,517,559)	(13,587,665)	(13,672,535)
Business-Type Activities	50,992	(58,864)	(123,552)	(522,151)	(138,220)
Total	$ (9,732,492)	(11,725,333)	(14,641,111)	(14,109,816)	(13,810,755)

Table 2b

CHANGES IN NET POSITION (Continued)
LAST TEN FISCAL YEARS
(Accrual Basis of Accounting)

	Fiscal Year				
	2016	2017	2018	2019	2020
Expenses:					
Governmental Activities					
General government	3,180,352	3,302,609	4,033,942	4,038,516	4,698,589
Public safety	6,473,034	6,839,929	7,132,385	7,605,607	8,119,378
Public works	3,851,418	4,116,582	3,839,031	5,016,988	5,219,650
Culture and recreation	2,800,325	3,372,819	2,975,688	2,699,851	2,976,833
Community betterment	534,331	555,357	499,720	563,462	518,484
Community development	851,063	842,525	1,235,141	707,573	826,912
Interest on long-term debt	2,048,414	2,055,098	2,011,109	1,333,392	1,227,687
Total Governmental Activities Expenses	19,738,937	21,084,919	21,727,016	21,965,389	23,587,533
Business-type activities					
Sewer	3,299,763	3,540,832	3,305,178	3,571,122	3,655,217
Golf	668,985	12,715	-	-	-
Total Business-Type Activities Expenses	3,968,748	3,553,547	3,305,178	3,571,122	3,655,217
Total Primary Government Expenses	23,707,685	24,638,466	25,032,194	25,536,511	27,242,750
Program Revenues					
Governmental Activities					
Charges for Services					
General government	535,652	547,546	735,348	530,210	539,097
Public safety	-	-	-	-	-
Public works	-	-	-	-	-
Culture and recreation	285,461	371,747	326,054	563,996	280,138
Community betterment	1,282,710	1,228,240	1,133,699	1,111,910	1,432,402
Community development	-	-	-	-	8,745
Operating Grants and Contributions	2,094,755	2,249,237	2,281,279	2,411,249	3,444,103
Capital Grants and Contributions	693,334	-	-	1,014,391	16,789
Total Governmental Activities Program Revenues	4,891,912	4,396,770	4,476,380	5,631,756	5,721,274
Business-Type Activities					
Charges for services					
Sewer	3,299,328	3,829,690	3,959,894	4,203,683	4,235,768
Golf	246,215	3,470	-	-	-
Operating Grants and Contributions	22,918	19,731	-	-	-
Capital Grants and Contributions	-	-	-	-	-
Total Business-Type Activities Program Revenues	3,568,461	3,852,891	3,959,894	4,203,683	4,235,768
Total Primary Government Program Revenue	8,460,373	8,249,661	8,436,274	9,835,439	9,957,042
Net (Expense)/Revenue					
Governmental Activities	(14,847,025)	(16,688,149)	(17,250,636)	(16,333,633)	(17,866,259)
Business-Type Activities	(400,287)	299,344	654,716	632,561	580,551
Total	(15,247,312)	(16,388,805)	(16,595,920)	(15,701,072)	(17,285,708)

Table 2c

CHANGES IN NET POSITION (Continued)
LAST TEN FISCAL YEARS
(Accrual Basis of Accounting)

	Fiscal Year				
	2012	2013	2014	2015	2016
General Revenues and Other Changes in Net Position					
Governmental Activities					
Taxes					
Property taxes	$ 5,394,414	5,716,198	5,746,838	6,754,924	6,878,134
Sales and use taxes	3,867,123	4,476,662	6,269,262	5,523,544	7,722,672
State sales and use tax refunds	-	-	-	(99,060)	(2,325,035)
Occupation taxes	1,542,079	1,580,448	1,705,931	1,813,090	1,821,521
Motor vehicle taxes	316,468	324,746	354,182	385,836	402,999
Interest income	1,320,465	1,321,256	1,301,858	1,230,685	1,481,807
Miscellaneous	235,591	75,547	75,290	263,945	1,225,768
Transfers	(235,000)	(250,000)	(250,000)	(374,050)	(131,575)
Capital contributions from governmental activities to business -type activities	-	-	-	-	-
Transfer of Capital assets from business-type activities to governmental activities	-	-	-	-	-
Net Position Received from Annexation	696,011	-	4,888,458	-	-
Total Governmental Activities	13,137,151	13,244,857	20,091,819	15,498,914	17,076,291
Business Type Activities					
Interest Income	5,502	3,152	3,397	4,923	4,033
Miscellaneous	-	-	-	-	-
Transfers	235,000	250,000	250,000	374,050	131,575
Capital contributions from governmental activities to business -type activities	-	-	-	-	-
Transfer of Capital assets from business-type activities to governmental activities	-	-	-	-	-
Net Position Received from Annexation	512,046	-	756,870	-	-
Total Business Type Activities	752,548	253,152	1,010,267	378,973	135,608
Total primary governmental activities general revenues and other charges	$ 13,889,699	13,498,009	21,102,086	15,877,887	17,211,899
Change in Net Position					
Governmental Activities	$ 3,353,667	1,578,388	5,574,260	1,911,249	3,403,756
Business-Type Activities	803,540	194,288	886,715	(143,178)	(2,612)
Change in Net Position	4,157,207	1,772,676	6,460,975	1,768,071	3,401,144
Change in Accounting Principle:					
Governmental Activities	-	-	-	(611,376)	-
Business-Type Activities	-	-	-	(4,387)	-
Change in Accounting Principle:	-	-	-	(615,763)	-
Total Primary Government	$ 4,157,207	1,772,676	6,460,975	1,152,308	3,401,144

Note: The City adopted GASB Statement No. 65 for the fiscal year ending 9/30/2015. No prior period information was restated.

Table 2d

CHANGES IN NET POSITION (Continued)
LAST TEN FISCAL YEARS
(Accrual Basis of Accounting)

	Fiscal Year				
	2017	2018	2019	2019	2020
General Revenues and Other Changes in Net Position					
Governmental Activities					
Taxes					
Property taxes	7,281,504	7,685,321	8,378,504	8,534,805	9,201,124
Sales and use taxes	9,087,248	9,140,084	9,821,847	10,024,129	10,166,837
State sales and use tax refunds	(179,393)	(2,048,490)	(414,404)	(1,351,136)	(1,000,443)
Occupation taxes	1,764,230	1,743,994	1,831,621	1,711,471	2,160,134
Motor vehicle taxes	444,213	477,817	483,324	510,523	493,707
Interest income	1,274,167	1,274,532	1,002,789	242,470	172,046
Miscellaneous	918,311	782,123	727,168	665,769	611,522
Transfers	12,500	185,724	(23,528)	(16,050)	-
Capital contributions from governmental activities to business -type activities	-	-	(125,197)	-	-
Transfer of Capital assets from business-type activities to governmental activities	-	-	33,447	-	-
Net Position Received from Annexation	-	-	-	-	-
Total Governmental Activities	20,602,780	19,241,105	21,715,571	20,321,981	21,804,927
Business Type Activities					
Interest Income	1,693	1,831	9,328	23,395	21,508
Miscellaneous	(91,491)	-	-	-	-
Transfers	(12,500)	(185,724)	23,528	16,050	-
Capital contributions from governmental activities to business -type activities	-	-	125,197	-	-
Transfer of Capital assets from business-type activities to governmental activities	-	-	(33,447)	-	-
Net Position Received from Annexation	-	-	-	-	-
Total Business Type Activities	(102,298)	(183,893)	124,606	39,445	21,508
Total primary governmental activities general revenues and other charges	20,500,482	19,057,212	21,840,177	20,361,426	21,826,435
Change in Net Position					
Governmental Activities	5,755,755	2,552,956	4,464,935	3,988,348	3,938,668
Business-Type Activities	(502,585)	115,451	779,322	672,006	602,059
Change in Net Position	5,253,170	2,668,407	5,244,257	4,660,354	4,540,727
Change in Accounting Principle:					
Governmental Activities	-	-	-	-	-
Business-Type Activities	-	-	-	-	-
Change in Accounting Principle:	-	-	-	-	-
Total Primary Government	5,253,170	2,668,407	5,244,257	4,660,354	4,540,727

Table 3a

Fund Balances of Governmental Funds
LAST TEN FISCAL YEARS
(Modified Accrual Basis of Accounting)

	Fiscal Year				
	2011	2012	2013	2014	2015
General Fund					
Nonspendable	$ -	-	-	84,840	263,575
Restricted	-	-	-	-	-
Committed for:					
Capital outlay	-	-	-	-	-
Unassigned	5,215,704	5,392,485	8,269,430	8,109,475	8,898,359
Total General Fund	$ 5,215,704	5,392,485	8,269,430	8,194,315	9,161,934
All Other Governmental Funds					
Nonspendable	-	-	-	-	-
Restricted for:					
Debt Service	$ 6,216,383	5,162,786	5,620,155	3,612,797	4,746,495
Community Betterment	2,712,041	2,491,321	2,082,173	1,216,946	1,645,971
Economic Development	17,201,319	16,990,730	16,775,152	16,554,788	16,343,469
84th Street Redevelopment	-	-	-	-	1,848,042
Public Safety	-	-	-	-	-
Committed for:					
Capital Improvements	392,181	660,518	536,600	702,103	236,369
Unassigned	-	-	-	-	-
Total All Other Governmental Funds	$ 26,521,924	25,305,355	25,014,080	22,086,634	24,820,346

Table 3b

Fund Balances of Governmental Funds (Continued)
LAST TEN FISCAL YEARS
(Modified Accrual Basis of Accounting)

	Fiscal Year				
	2016	2017	2018	2019	2020
General Fund					
Nonspendable	43,298	134,883	56,437	62,711	86,386
Restricted	-	-	131,146	-	62,617
Committed for:					
Capital outlay	-	-	-	100,716	351,472
Unassigned	9,087,712	7,921,378	6,827,379	7,776,196	9,120,067
Total General Fund	9,131,010	8,056,261	7,014,962	7,939,623	9,620,542
All Other Governmental Funds					
Nonspendable	-	-	-	2,366	2,681
Restricted for:					
Debt Service	6,024,480	6,217,965	6,031,758	4,203,542	3,752,031
Community Betterment	1,966,247	2,734,800	3,245,598	3,570,210	3,977,417
Economic Development	16,129,763	16,120,117	3,607,668	7,043	7,069
84th Street Redevelopment	14,650,624	9,413,946	10,497,181	6,452,576	4,102,719
Public Safety	-	-	16,880	21,099	25,825
Committed for:					
Capital Improvements	264,477	-	-	-	149,620
Unassigned	-	(881,978)	-	-	-
Total All Other Governmental Funds	39,035,591	33,604,850	23,399,085	14,256,836	12,017,362

Table 4a

CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(Modified Accrual Basis of Accounting)

	Fiscal Year				
	2011	2012	2013	2014	2015
Revenues					
Taxes					
Property	$ 5,460,797	5,744,386	5,744,730	6,721,628	6,912,323
Sales and Use	3,867,123	4,476,662	6,269,262	5,523,544	7,722,672
Occupation	1,542,079	1,580,448	1,705,931	1,813,090	1,821,521
Motor Vehicle	316,468	324,746	354,182	385,836	402,999
Licenses and permits	597,706	427,362	464,950	511,857	663,837
Intergovernmental	4,964,162	3,472,166	2,689,012	2,221,089	3,077,615
Charges for services	954,761	432,726	475,908	455,299	283,575
Keno	1,490,596	1,298,859	1,256,231	1,314,587	1,389,381
Interest Income	1,320,465	1,321,256	1,301,858	1,230,685	1,513,486
Special Assessments	252,396	117,338	140,471	18,514	731,673
Miscellaneous	92,131	56,314	62,266	247,292	1,206,518
Total Revenues	20,858,684	19,252,263	20,464,801	20,443,421	25,725,600
Expenditures					
Current					
General government	2,246,340	2,089,437	2,114,795	2,164,343	2,738,370
Public works	2,207,457	2,098,247	2,122,632	2,055,777	2,109,913
Public safety	3,889,265	4,360,564	4,255,511	5,003,284	5,726,842
Culture and recreation	2,213,236	2,205,502	2,237,321	2,328,643	2,305,979
Community betterment	396,069	420,338	542,381	476,137	471,751
Community development	1,159,090	1,144,697	615,014	570,548	579,238
State sales and use tax refunds	-	-	-	2,426,693	232,320
Capital outlay	4,144,479	1,879,308	1,352,623	1,732,940	2,650,442
Debt service					
Principal retirement	3,025,000	3,170,000	3,785,000	3,907,697	3,572,623
Interest	3,118,195	2,784,588	2,434,294	2,405,870	2,279,745
Total Expenditures	22,399,131	20,152,681	19,459,571	23,071,932	22,667,223
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,540,447)	(900,418)	1,005,230	(2,628,511)	3,058,377
Other Financing Sources (Uses)					
Refunding bonds issued	15,115,000	8,915,000	-	-	11,035,000
Payment to bond refunding escrow agent	(14,955,000)	(8,804,370)	-	-	(10,145,000)
Bond or note issuance	-	-	-	-	-
Bond premium	-	-	-	-	132,398
Insurance proceeds	-	-	-	-	-
Transfers, net	(235,000)	(250,000)	(250,000)	(374,050)	(109,444)
Net position received from annexation	887,438	-	1,830,440	-	-
Total Other financing sources (uses)	812,438	(139,370)	1,580,440	(374,050)	912,954
Net Change in Fund Balances	$ (728,009)	(1,039,788)	2,585,670	(3,002,561)	3,971,331
Debt service as a percentage of non-capital expenditures*	33%	32%	34%	30%	29%

Table 4b

CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS (Continued)
LAST TEN FISCAL YEARS
(Modified Accrual Basis of Accounting)

	Fiscal Year				
	2016	2017	2018	2019	2020
Revenues					
Taxes					
Property	7,299,937	7,674,921	8,333,225	8,501,667	9,211,847
Sales and Use	9,087,248	9,140,084	9,821,847	10,024,129	10,166,837
Occupation	1,769,846	1,743,994	1,831,621	1,711,471	2,160,134
Motor Vehicle	444,213	477,817	483,324	507,578	491,790
Licenses and permits	535,652	547,546	734,973	530,410	547,792
Intergovernmental	2,833,320	2,201,182	2,281,279	2,423,878	4,399,511
Charges for services	285,461	352,183	429,630	530,676	279,826
Keno	1,282,710	1,228,240	1,133,699	1,111,910	1,432,402
Interest Income	1,259,744	1,247,903	950,149	250,998	171,521
Special Assessments	129,801	21,843	45,440	455,621	1,136
Miscellaneous	897,722	765,995	595,623	661,738	601,784
Total Revenues	25,825,654	25,401,708	26,640,810	26,710,076	29,464,580
Expenditures					
Current					
General government	3,004,718	2,978,453	3,664,625	3,828,286	4,148,656
Public works	2,058,528	2,068,969	2,031,477	2,345,088	1,988,442
Public safety	5,850,116	6,157,356	6,537,737	7,059,968	7,427,583
Culture and recreation	2,455,107	2,564,596	2,690,026	2,670,865	2,566,183
Community betterment	534,331	555,357	499,720	727,184	717,281
Community development	851,063	842,525	1,235,141	571,650	628,115
State sales and use tax refunds	773,245	1,593,069	2,064,859	402,889	1,000,443
Capital outlay	3,450,398	9,323,669	10,074,863	11,806,758	5,091,725
Debt service					
Principal retirement	4,191,956	4,018,904	31,302,409	4,228,603	3,943,794
Interest	2,019,445	2,027,947	2,462,867	1,286,030	1,228,995
Total Expenditures	25,188,907	32,130,845	62,563,724	34,927,321	28,741,217
Excess (Deficiency) of Revenues Over (Under) Expenditures	636,747	(6,729,137)	(35,922,914)	(8,217,245)	723,363
Other Financing Sources (Uses)					
Refunding bonds issued	8,240,000	-	3,150,000	-	4,690,000
Payment to bond refunding escrow agent	(8,110,000)	-	(3,095,000)	-	(4,915,000)
Bond or note issuance	13,285,000	-	24,345,811	-	-
Bond premium	107,574	-	150,876	-	294,218
Insurance proceeds	-	-	131,146	-	-
Transfers, net	25,000	223,647	(6,983)	(343)	-
Net position received from annexation	-	-	-	-	-
Total Other financing sources (uses)	13,547,574	223,647	24,675,850	(343)	69,218
Net Change in Fund Balances	14,184,321	(6,505,490)	(11,247,064)	(8,217,588)	792,581
Debt service as a percentage of non-capital expenditures*	28%	27%	64%	24%	22%

*In the fiscal year ending 9/30/2018, the City retired an $11,215,000 bond anticipation note and repaid a $15,810,692 note. Excluding these amounts from principal retirement, the debt service as a percent of non-capital expenditures ratio would be 26% rather than 64%.

Table 5

TOTAL CITY TAXABLE SALES
LAST TEN FISCAL YEARS

Fiscal Year Ended September 30	Total City Taxable Sales	Total Direct Tax Rate
2011	$ 276,281,219	1.50%
2012	314,443,224	1.50%
2013	444,362,439	1.50%
2014	378,557,985	1.50%
2015	398,170,898	2.00%
2016	467,201,026	2.00%
2017	479,638,144	2.00%
2018	521,747,831	2.00%
2019	519,030,075	2.00%
2020	531,849,505	2.00%

Note: The 2014 voter approved tax rate increase began October 1, 2014 for the redevelopment of the 84th Street corridor.

In 2013, the City experienced unusually high consumer use taxable sales related to business projects initiated under the Nebraska Advantage Act. This consumer use tax collected was refunded in subsequent years per the terms of the Nebraska Advantage Act.

Source: Nebraska Department of Revenue

Table 6

TOTAL CITY SALES TAX RATES
DIRECT AND OVERLAPPING GOVERNMENTS
LAST TEN FISCAL YEARS

	Direct 1	Overlapping 2	
Fiscal Year	City of La Vista	State of Nebraska	Total Tax Rate
2011	0.0150	0.0550	0.0700
2012	0.0150	0.0550	0.0700
2013	0.0150	0.0550	0.0700
2014	0.0150	0.0550	0.0700
2015	0.0200	0.0550	0.0750
2016	0.0200	0.0550	0.0750
2017	0.0200	0.0550	0.0750
2018	0.0200	0.0550	0.0750
2019	0.0200	0.0550	0.0750
2020	0.0200	0.0550	0.0750

Note: 1. 2014 voter approved tax rate increase began October for the redevelopment of the 84th Street corridor.

2. Overlapping rates are those of other governments that apply to consumers within the City of La Vista.

Source: Nebraska Department of Revenue

Table 7

NET TAXABLE SALES BY BUSINESS CLASSIFICATION
CURRENT YEAR AND TEN YEARS AGO

	2019			2009		
Business Classification	Net Taxable Sales	Rank	Percentage of Total City Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value
	$					
Retail Trade	1,052,152,782	1	48.23%	$ 511,300,754	1	50.09%
Accomodations & Food Services	337,540,258	2	15.47%	177,457,672	2	17.39%
Wholesale Trade	171,365,143	3	7.86%	125,408,869	3	12.29%
Other	620,332,999		28.44%	206,553,965		20.24%
	2,181,391,182		100.00%	1,020,721,260		100.00%
City of La Vista Total	$ 519,030,075			$ 244,418,943		
City of La Vista Percentage of Total	23.79%			23.95%		

Note: Amounts shown are Sarpy County net taxable sales, which include refunds and do not include motor vehicle net sales.

The sales numbers are on a calendar year basis.

Amounts are not available at the City level.

2020 sales data is not yet available from the Nebraska Department of Revenue.

Source: Nebraska Department of Revenue

Table 8

ASSESSED AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS

Fiscal Year Ended September 30	Real Property	Personal Property	Total Assessed Value	Total Direct Tax Rate
2011	1,011,049,839	38,892,725	1,049,942,564	0.5235
2012	1,025,349,544	33,988,114	1,059,337,658	0.5500
2013	1,009,044,474	51,330,141	1,060,374,615	0.5500
2014	1,193,207,760	50,759,000	1,243,966,760	0.5500
2015	1,215,889,400	53,195,886	1,269,085,286	0.5500
2016	1,279,185,949	51,952,600	1,331,138,549	0.5500
2017	1,352,554,270	58,126,806	1,410,681,076	0.5500
2018	1,430,278,887	66,543,021	1,496,821,908	0.5500
2019	1,474,302,710	67,838,948	1,542,141,658	0.5500
2020	1,575,756,053	75,661,773	1,651,417,826	0.5500

Note: Property is assessed at actual value, therefore, the assessed values are equal to actual value.

Source: Sarpy County Assessor's Office

Table 9

PROPERTY TAX RATES-DIRECT AND OVERLAPPING GOVERNMENTS
LAST TEN FISCAL YEARS

Fiscal Year	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Tax Year	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
City of La Vista										
General Fund	0.4735	0.5000	0.4900	0.4900	0.4900	0.4100	0.4100	0.4100	0.4900	0.5000
Debt Service	0.0500	0.0500	0.0600	0.0600	0.0600	0.1400	0.1400	0.1400	0.0600	0.0500
Total City of La Vista	0.5235	0.5500	0.5500	0.5500	0.5500	0.5500	0.5500	0.5500	0.5500	0.5500
Overlapping rates [2]:										
Sarpy County	0.29990	0.29990	0.29990	0.29990	0.29990	0.29690	0.29690	0.29690	0.29690	0.29690
Papillion-La Vista Schools	0.09796	0.09257	0.09667	0.12042	0.11886	0.11412	0.10855	1.07599	1.07070	1.03341
Papillion School Special Building	-	-	-	-	-	0.01000	0.01000	-	-	0.02509
School District 27 Bond 1	0.01407	0.01411	0.0136	-	-	-	-	-	-	-
School District 27 Bond 2	0.02631	0.02684	0.0259	-	-	-	-	-	-	-
School District 27 Bond 3	0.10679	0.11094	0.1119	0.11131	0.11246	0.11046	0.10410	0.10145	0.09819	0.05318
School District 27 Bond 4	0.05556	0.06230	0.0579	0.05943	0.05956	0.05812	0.05694	0.05646	0.05440	0.05082
School District 27 Bond 5	-	-	-	0.01529	0.06223	0.05985	0.07525	0.07191	0.06669	0.06188
School District 27 Bond 6	-	-	-	-	-	-	-	-	0.01503	0.06625
Elementary Learning Committee	0.95000	0.95000	0.9500	0.95000	0.95000	0.95000	0.95000	-	-	-
Learning Committee Special Building	-	-	-	-	-	-	-	-	-	-
Learning Committee Capital Projects	0.00125	-	-	-	-	-	-	-	-	-
Learning Committee - Elementary Learning	0.01000	0.01000	0.0100	0.01000	0.01000	0.01625	0.01525	0.01625	0.01625	0.01625
Papio Natural Resource	0.03275	0.03275	0.03061	0.02422	0.02453	0.03045	0.03061	0.03079	0.03085	0.03060
Papio NRD Bond	-	-	0.002	0.00853	0.00823	0.00759	0.00743	0.00701	0.00674	0.00589
Metro Community College	0.08500	0.08500	0.08500	0.09500	0.09500	0.09500	0.09500	0.09500	0.09500	0.09500
Agricultural Society	0.00114	0.00134	0.00136	0.00210	0.00224	0.00240	0.00257	0.00259	0.00274	0.00277
Educational Service Unit 3	0.01611	0.01609	0.01606	0.01500	0.01500	0.01500	0.01500	0.01500	0.01500	0.01500
Total Overlapping Rates	1.69684	1.70184	1.70093	1.71120	1.75801	1.76613	1.76759	1.76935	1.76848	1.75304
Total Tax Rate	2.22034	2.25184	2.25093	2.26120	2.30801	2.31613	2.31759	2.31935	2.31848	2.30304

Note: The above tax year rates are for use in the following fiscal year.

Source: Sarpy County Clerk's Office and City of La Vista Finance Department

(1) Tax rates are per $100 of assessed valuation and effective on September 1 of each year.

(2) Overlapping Rates are those of local and county governments which apply to property owners within the City of La Vista, NE.

Table 10

PRINCIPAL PROPERTY TAXPAYERS
Current Year and Nine Years Ago

		2020		
Taxpayer	Type of Business	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value
JDHQ Hotels	Conference Center/Hotel	$ 68,007,000	1	4.12%
Harrison Hills Apartments, LLC	Apartments	40,846,700	2	2.47%
Green Pointe, LLC	Apartments	33,828,000	3	2.05%
Paypal Inc.	Office Building	29,520,366	4	1.79%
Edward Rose Development Co, LLC	Apartments	25,921,590	5	1.57%
Streck Inc.	Manufacturer	24,246,344	6	1.47%
Rotella's Italian Bakery Inc.	Bakery	16,814,624	7	1.02%
Yahoo Holdings, Inc. (Oath)	Office Building	15,458,258	8	0.94%
Southwind Partners	Apartments	14,904,000	9	0.90%
SR Group, LLC	Apartments	11,900,000	10	0.72%
		$ 281,446,882		17.04%

		2011		
Taxpayer	Type of Business	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value
JQH Hotels, LLC	Conference Center/Hotel	$ 65,630,000	1	6.90%
Harrison Hills Apartments, LLC	Apartments	29,690,000	2	3.12%
Paypal Inc.	Office Building	27,774,372	3	2.92%
Green Pointe, LLC	Apartments	23,330,000	4	2.45%
Streck Inc.	Manufacturer	15,716,424	5	1.65%
Edward Rose Development Co, LLC	Apartments	14,000,500	6	1.47%
The Kroenke Group	Shopping Mall	13,588,872	7	1.43%
Yahoo Holdings, Inc. (Oath)	Office Building	12,117,385	8	1.27%
Southwind Partners	Apartments	10,840,000	9	1.14%
Cabela's	Retail	10,600,000	10	1.12%
		$ 223,287,553		23.49%

Source: Sarpy County Assessor's Office

Table 11

PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS

Fiscal Year Ended September 30th,	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in subsequent Years	Total Collections to Date	
		Amount	Percentage of Levy		Amount	Percentage of Levy
2011	$ 5,496,449	$ 5,414,857	98.52%	$ 65,424	5,462,569	99.38%
2012	5,826,357	5,757,064	98.81%	66,281	5,797,498	99.50%
2013	5,832,060	5,796,975	99.40%	47,196	5,840,032	100.00%
2014	6,841,817	6,755,069	98.73%	81,578	6,829,711	99.82%
2015	6,979,969	6,895,803	98.79%	84,677	6,954,401	99.63%
2016	7,321,262	7,226,652	98.71%	94,256	7,282,739	99.47%
2017	7,758,746	7,665,825	98.80%	82,940	7,733,657	99.68%
2018	8,232,520	8,178,652	99.35%	80,777	8,252,577	100.00%
2019	8,481,779	8,350,204	98.45%	133,615	8,350,204	98.45%
2020	9,082,798	8,942,007	98.45%		8,942,007	98.45%

Note: The fiscal year of the City begins October 1 and ends September 30. Taxes are levied in December. First installments of real estate taxes are delinquent the following April 1, second installments delinquent August

1. Delinquent taxes bear 14 percent interest. The figures above do not include motor vehicle in lieu of ad valorem taxes. Tax receipts are not reported from the County separate from interest collected. Therefore taxes collected may be greater than original levy.

Source: Sarpy County Treasurer's Office

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Table 12a

RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS

	Fiscal Year				
	2011	2012	2013	2014	2015
Governmental Activities					
General obligation bonds	$ 58,830,000	56,100,000	55,595,000	51,780,000	48,945,000
Registered warrants	640,554	640,554	-	-	-
Tax revenue bonds	-	-	-	-	-
Bond anticipation notes	-	-	-	-	-
Notes from direct placements	-	-	-	-	-
Notes payable	372,611	239,129	110,589	17,892	149,692
Premium/discount on bonds issued	42,276	38,852	35,427	32,002	147,459
Deferred for refunding	(198,403)	(811,307)	(751,687)	-	-
Business Type Activities					
Revenue bonds	360,000	245,000	125,000	-	-
Notes payable	160,276	123,870	83,178	47,662	14,316
Total Primary Government	$ 60,207,314	$ 56,576,098	$ 55,197,507	$ 51,877,556	$ 49,256,467
Net Debt per Capita	3,764	3,496	3,305	3,029	2,896
Percentage of Personal Income	9.09%	8.22%	7.66%	6.85%	6.27%

Source: Finance Department

Table 12b

RATIOS OF OUTSTANDING DEBT BY TYPE (Continued)
LAST TEN FISCAL YEARS

	Fiscal Year				
	2016	2017	2018	2019	2020
Governmental Activities					
General obligation bonds	47,130,000	43,145,000	25,300,000	18,850,000	18,885,000
Registered warrants	-	-	-	-	-
Tax revenue bonds	-	-	18,560,000	17,570,000	17,560,000
Bond anticipation notes	11,215,000	11,215,000	-	-	-
Notes from direct placements	-	-	3,150,000	2,470,000	2,485,000
Notes payable	116,710	82,806	531,208	-	213,811
Premium/discount on bonds issued	194,010	167,525	285,118	209,564	451,552
Deferred for refunding	-	-	-	-	-
Business Type Activities					
Revenue bonds	-	-	-	-	-
Notes payable	-	-	-	-	-
Total Primary Government	$ 58,655,720	$ 54,610,331	$ 47,826,326	$ 39,099,564	$ 39,595,363
Net Debt per Capita	3,431	3,187	2,787	2,278	2,306 *
Percentage of Personal Income	7.30%	6.59%	5.54%	4.53%	4.42% *

* 2020 Net Debt per Capital and Percentage of Personal Income is calculated using the City's 2019 demographic data.

Source: Finance Department

Table 13

RATIOS OF GENERAL OBLIGATION BONDED DEBT OUTSTANDING
LAST TEN FISCAL YEARS

Fiscal Year	General Obligation Bonds	Bond Anticipation Notes	General Bonded Debt	Less: Net Position Restricted for Debt Service	Total	Bonded Debt per Capita 1	Ratio of Net Debt to Valuation of Taxable Real Property: 2
	$		$				
2011	58,673,873	-	58,673,873	-	58,673,873	3,668	5.59%
2012	55,327,545	-	55,327,545	-	55,327,545	3,418	5.22%
2013	54,878,740	-	54,878,740	-	54,878,740	3,286	5.18%
2014	51,812,002	-	51,812,002	-	51,812,002	3,026	4.17%
2015	49,092,459	-	49,092,459	-	49,092,459	2,887	3.87%
2016	47,324,010	11,215,000	58,539,010	4,127,637	54,411,373	3,183	4.40%
2017	43,312,525	11,215,000	54,527,525	4,419,875	50,107,650	2,924	3.87%
2018	47,295,118	-	47,295,118	5,663,117	41,632,001	2,426	3.16%
2019	43,197,341	-	43,197,341	3,596,498	39,600,843	2,307*	2.80%
2020	39,381,552	-	39,381,552	3,752,031	35,629,521	2,075*	2.38%

Note: Details regarding the City's outstanding debt can be found in the Notes to the financial statements.

1. Population data can be found in Table 14 Demographic and Economic Statistics. Population is not available yet for 2020.

2. Property Value information can be found in Table 8 Assessed Value and Estunated Actual Value of Taxable Property.

* 2020 Bonded Debt per Capital ratio was calculated using the City's 2019 population data.

Table 14

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT
AS OF SEPTEMBER 30, 2020

Governmental Units	Debt Outstanding	Estimated Percentage Applicable	Direct and Overlapping Debt to the City
City	$ 39,381,552	100.0 %	$ 39,381,552
Overlapping:			
Sarpy County**	$ 33,050,000	9.75%	$ 3,221,709
School District. 0027 Papillion-LaVista	148,095,000	26.65%	39,461,912
	$ 181,145,000		$ 42,683,621
Total	$ 220,526,552		$ 82,065,173

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the City of La Vista. This process recognizes that, when considering the City's ability to issue and repay long-term debt, the entire debt burden bone by the residents and businesses should be taken into account. However this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

The percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estmated by determining the portion of the City's taxable assessed value and dividing it by the corresponding overlapping government unit's taxable assessed value.

Source: Nebraska Auditor of Public Accounts; Each respective political subdivision's 2020-21 budget.

** Includes debt issued by Sarpy County Leasing Corporation

Table 15

PLEDGED REVENUE COVERAGE
LAST TEN FISCAL YEARS

Sewer System	Gross Revenue Utility Service Charges	Direct Operating Expenses	Net Available Revenue	Debt Service Requirements Principal	Interest	Total	Coverage
2011	2,364,615	2,132,197	232,418	160,276	4,772	165,048	1.41
2012	2,451,692	2,318,950	132,742	123,870	3,688	127,558	1.04
2013	2,647,766	2,617,284	30,482	83,178	3,292	86,470	0.35
2014	2,675,782	3,032,588	(356,806)	47,662	1,213	48,875	(7.30)
2015	3,002,042	3,020,231	(18,189)	14,316	151	14,467	(1.26)
2016	3,322,246	3,299,763	22,483	-	-	-	n/a
2017	3,849,421	3,540,832	308,589	-	-	-	n/a
2018	3,959,894	3,305,178	654,716	-	-	-	n/a
2019	4,203,683	3,571,122	632,561	-	-	-	n/a
2020	4,235,768	3,655,217	580,551	-	-	-	n/a

Golf	Gross Revenue						
2011	263,344	421,049	(157,705)	360,000	29,946	389,946	(0.40)
2012	260,301	428,501	(168,200)	245,000	13,489	258,489	(0.65)
2013	236,325	378,954	(142,629)	125,000	3,406	128,406	(1.11)
2014	229,615	391,541	(161,926)	-	-	-	n/a
2015	248,149	367,118	(118,969)	-	-	-	n/a
2016	246,215	668,985	(422,770)	-	-	-	n/a
2017	3,470	12,715	(9,245)	-	-	-	n/a
2018	-	-	-	-	-	-	n/a
2019	-	-	-	-	-	-	n/a
2020	-	-	-	-	-	-	n/a

Source: Finance Department

Table 16

DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN FISCAL YEARS

Fiscal Year	Population [1]	Peronal Income (thousands of dollars) [2]	Per Capita Personal Income [2]	Public School Enrollment [3]	Unemployment Rate [4]
2011	15,994	6,735,101	41,429	10,049	4.0%
2012	16,185	7,040,716	42,500	10,393	3.6%
2013	16,700	7,284,847	43,108	10,753	3.3%
2014	17,125	7,592,239	44,179	11,023	2.7%
2015	17,006	8,123,101	46,372	11,159	2.7%
2016	17,095	8,373,872	46,951	11,334	2.8%
2017	17,137	8,757,154	48,282	11,608	2.7%
2018	17,163	9,322,650	50,650	11,730	2.5%
2019	17,170	9,769,841	52,190	11,818	2.7%
2020	N/A	N/A	N/A	11,810	3.0%

Sources: (1) U.S. Census Bureau. 2020 numbers are not available.

(2) U.S. Department of Commerce Bureau of Economic Analysis, Personal Income and Per Capital Income are based on Omaha-Council Bluffs NE-IA, Sarpy County NE.

(3) Papillion-LaVista Community Schools (Sarpy County School District 0027)

(4) Nebraska.gov - Department of Labor, statistics for Sarpy County, NE

Table 17

PRINCIPAL EMPLOYERS OF SARPY COUNTY
CURRENT YEAR AND NINE YEARS AGO

2020		2011	
EMPLOYER	INDUSTRY	EMPLOYER	INDUSTRY
Offutt Air Force Base	Government	Offutt Air Force Base	Government
PayPal, Inc.	Service	PayPal, Inc.	Service
Papillion-La Vista Public Schools	Education	Papillion-La Vista Public Schools	Education
Bellevue Public Schools	Education	Bellevue Public Schools	Education
Werner Enterprises, Inc.	Trucking	Werner Enterprises, Inc.	Trucking
Oriental Trading Company	Retail	AmeriTrade (Southroads)	Financial
Gretna Public Schools	Education	Infogroup Compilation Center	Data/Marketing
Sarpy County	Government	Bellevue University	Education
Bellevue University	Education	Oriental Trading Company	Warehouse/Distribution
Securities America, Inc.	Financial	Ehrling Bergquist Clinic	Healthcare

Source: Sarpy County 2020 and 2011 FY Continuing Disclosure statement

Specific employee numbers are not available due to the proprietary nature of the information.

Table 18

FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES BY FUNCTION
LAST TEN FISCAL YEARS

	Full Time Equivalent Employees as of September 30									
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Function										
General Fund										
Administrative Services										
Director	-	-	-	-	1.00	1.00	1.00	1.00	1.00	1.00
Finance	2.50	2.50	2.50	2.50	2.50	3.00	2.00	2.00	3.00	3.00
City Clerk	3.00	3.00	3.00	3.00	2.00	2.50	3.50	3.50	4.50	4.50
Human Resources	1.50	1.50	1.50	1.50	2.50	2.00	2.00	2.00	2.00	2.00
Administration										
City Administrator's Office	4.00	4.00	4.88	4.88	4.88	4.88	5.00	5.00	5.00	5.00
Intern (Paid)	-	-	-	-	-	-	-	-	-	-
Intern (Unpaid)	0.25	0.25	0.25	0.25	0.25	-	-	-	-	-
Public Buildings & Grounds										
Buildings & Grounds	3.50	3.50	3.50	3.50	-	-	-	-	-	-
Community Development										
Director's Office	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Deputy Director	-	-	-	-	-	-	-	-	-	1.00
Planning	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00	1.00
Building Inspection	3.50	3.50	3.50	3.50	3.50	2.00	2.00	2.00	2.00	2.00
Intern (Paid)	-	0.50	0.50	0.50	0.50	0.50	0.72	0.72	-	-
Public Safety										
Fire Department	2.00	2.00	2.00	2.00	1.00	1.00	-	-	-	-
Police Sworn	34.00	34.00	34.00	34.00	34.00	34.00	34.00	36.00	38.00	39.00
Police Civilian	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50
Intern (Unpaid)	0.50	0.50	0.50	-	-	-	-	-	-	-
Volunteers	75.00	75.00	75.00	-	-	-	-	-	-	-
Public Works										
PW Administration	-	-	4.00	4.00	4.00	4.00	5.00	5.00	6.00	5.00
Intern (Paid)	-	-	0.24	0.62	0.70	0.70	0.70	0.70	0.70	0.70
Building Maintenance	-	-	-	-	2.50	2.50	2.50	2.50	2.50	2.00
Streets Operating	19.24	19.24	15.62	15.62	15.62	15.62	15.62	15.62	16.00	17.00
Streets PT & Seasonal	1.88	1.88	1.88	1.88	1.88	1.88	1.88	1.88	1.88	3.60
Parks Operating	8.00	8.00	8.00	7.00	8.00	8.00	9.00	9.00	11.00	11.00
Parks Part Time & Seasonal	3.36	3.36	3.36	3.36	3.98	3.98	5.13	3.13	3.38	3.38
Sports Complex	3.00	3.00	3.00	4.00	4.00	4.00	4.00	4.00	3.00	3.00
Sports Complex Seasonal	0.84	0.84	0.84	0.84	0.84	0.84	1.08	2.12	2.20	2.20
Library										
Library Administration	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	6.00	6.00
Circulation Clerks	5.90	5.90	5.90	5.90	6.00	6.70	6.88	6.88	6.88	7.38
Library (Seasonal)	0.25	0.25	0.25	0.25	0.25	0.10	0.10	0.10	0.10	0.10
Recreation										
Recreation Administration	5.00	5.00	5.00	5.00	5.00	5.00	6.00	6.00	6.00	6.50
Recreation Assistants	4.00	4.00	3.30	3.30	3.30	3.30	3.34	3.34	3.34	3.33
Senior Bus	1.30	1.30	1.30	1.75	1.83	1.83	1.84	1.84	1.80	1.80
Swimming Pool (Seasonal)	3.99	3.99	3.99	3.99	3.99	3.99	4.00	4.00	4.03	4.03
General Fund Total	200.01	200.51	201.31	126.64	127.52	126.82	130.79	131.83	139.81	143.02
Sewer Fund										
Sewer Admin	-	-	-	-	-	6.00	6.00	6.00	6.00	6.00
Sewer PT & Seasonal	2.08	2.08	2.08	2.08	2.08	2.08	1.34	1.34	1.34	0.07
Sewer Fund Total	2.08	2.08	2.08	2.08	2.08	8.08	7.34	7.34	7.34	6.07
Police Academy Fund										
Police Academy	-	-	-	-	-	-	-	1.00	1.00	1.00
Police Academy Fund Total	-	-	-	-	-	-	-	1.00	1.00	1.00
All Funds Total	202.09	202.59	203.39	128.72	129.60	134.90	138.13	140.17	148.15	150.09

Source: Various City Departments * * * * * * * *

* Full-TIme Equivalent information has been updated from the prior year report.

Table 19

OPERATING INDICATORS BY FUNCTION
LAST TEN CALENDAR YEARS

Function	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Engineering										
Miles of Street - Reconstruction	1	-	3	-	-	2	3	-	7	-
Public Safety										
Police										
Arrests	450	520	566	652	534	350	317	390	275	252
Parking/Ordinance Citations	62	35	54	73	33	34	40	33	96	20
Traffic Citations	4,830	5,828	6,396	5,790	3,654	2,943	2,739	3,525	2,737	2,207
Fire										
Number of Calls Answered	n/a	n/a	n/a	792	1,080	1,363	1,289	1,239	1,427	1,354
Number of Facilities	2	2	2	2	2	2	2	2	2	2
Building and Safety										
Number of Commercial Building Permits	44	32	35	34	45	42	51	53	75	51
Number of Residential Building Permits	156	146	137	124	115	99	107	121	90	110
Miscellaneous Permits	969	1,019	784	786	725	798	1,428	1,285	984	693
Building Inspections	2,366	2,813	1,960	2,093	n/a	1,661	2,126	2,989	3,327	1,082
Culture and Recreation										
Library										
Total Circulation	141,488	143,931	153,697	158,336	176,633	166,197	165,606	162,799	175,187	117,517
Recreation										
Attendance: Community Center	n/a	n/a	n/a	93,551	96,935	85,590	84,775	93,028	95,187	49,805

Source: Various City Departments

Table 20

CAPITAL ASSET STATISTICS BY FUNCTION
LAST TEN FISCAL YEARS

Function	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
General Government										
City Hall	1	1	1	1	1	1	1	1	1	1
Public Safety										
Police Stations	1	1	1	1	1	1	1	1	1	1
Fire Stations	2	2	2	2	2	2	2	2	2	2
Streets										
Streets (Lane Miles)	173	192	192	206	207	209	210	210	213	213
Culture and Recreation										
Parks Acreage	153	153	153	153	153	153	153	153	153	153
Parks #	17	17	17	17	17	17	17	17	17	17
Swimming Pools (Public)	1	1	1	1	1	1	1	1	1	1
Tennis Courts	3	3	3	3	3	3	3	3	3	3
Baseball Fields	11	11	11	11	11	11	11	11	11	11
Soccer Fields	12	12	12	12	12	12	12	12	12	12
Football Fields	2	2	2	2	2	2	2	2	2	2
Outdoor Basketball Court	1	1	1	1	1	1	1	1	1	1
Remote Airplay Flying Field	1	1	1	1	1	1	1	1	1	1
Golf Courses (Public)	1	1	1	1	1	1	1	-	-	-
Library	1	1	1	1	1	1	1	1	1	1
Sewer										
Sanitary Sewer (miles)	51	54	54	54	54	54	54	54	54	54

Source: Various City Departments

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Acknowledgements

The City Finance Department prepared the Comprehensive Annual Financial Report.

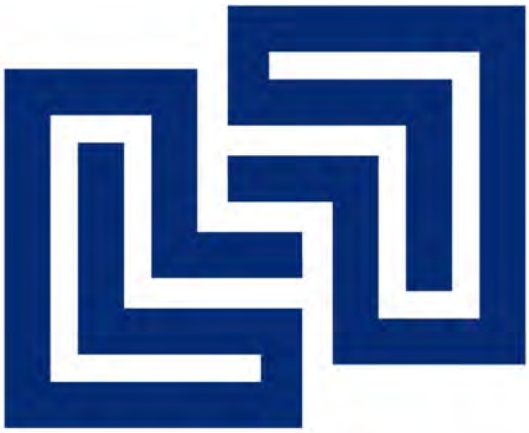
The following finance department staff were key members in the preparation of the report:

Kevin Pokorny, Director Administrative Services
Cindy Miserez, CGFM, MBA, Finance Director
Fernando Montanez, Financial Analyst
Christopher Buurman, Accountant

Report produced by:

City of La Vista Finance Department
8116 Park View Blvd 68128
La Vista, Nebraska 68128

Report located on our website: http://www.cityoflavista.org/finance.



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Economic Development Fund
City of La Vista, Nebraska

Auditor's Report and Financial Statements

September 30, 2020 and 2019

Economic Development Fund
City of La Vista, Nebraska
September 30, 2020 and 2019

Contents

Independent Auditor's Report **1**

Financial Statements

Balance Sheets 3

Statements of Revenues, Expenditures, and Changes in Fund Balances 4

Notes to Financial Statements 5

Independent Auditor’s Report

Independent Auditor's Report

Honorable Mayor and Members
of the City Council
Economic Development Fund
City of La Vista
La Vista, Nebraska

Report on the Financial Statements
We have audited the accompanying financial statements of the Economic Development Fund of the City of La Vista, Nebraska (the "Fund"), as of and for the year ended September 30, 2020, and the related statement if revenues, expenditures, and changes in fund balance for the year then ended, and the related notes to financial statements, which collectively comprise the City's basic financial statements as listed in the Table of Contents.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Fund's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions
In our opinion, based on our audit and the report of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Economic Development Fund of the City of La Vista, Nebraska, as of September 30, 2020, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Prior Period Financial Statements
The financial statements of the Economic Development Fund of the City of La Vista, Nebraska as of September 30, 2019, were audited by other auditors whose report dated March 31, 2020, expressed an unmodified opinion on those statements.

Emphasis of Matter
As discussed in Note 1, the financial statements present only the Economic Development Fund and do no purport to, and do not, present fairly the financial position of the City of La Vista, Nebraska, as of September 30, 2020 and 2019, and the changes in its financial position for the years then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Matters
Required Supplementary Information

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. Our opinion on the basic financial statements is not affected by this missing information.

BerganKDV, LLC

Omaha, Nebraska
March 3, 2021

Economic Development Fund
City of La Vista, Nebraska
Balance Sheets
September 30, 2020 and 2019

	2020	2019
Assets		
Cash and cash equivalents	$ 7,069	$ 7,043
Total assets	$ 7,069	$ 7,043
Fund Balance		
Restricted for economic development	7,069	7,043
Total fund balance	$ 7,069	$ 7,043

Economic Development Fund
City of La Vista, Nebraska
Statements of Revenues, Expenditures, and Changes in Fund Balance
Years Ended September 30, 2020 and 2019

	2020	2019
Interest Income	$ 26	$ 109
Expenditures		
Community development	-	-
Debt service		
Principal retirement	-	-
Interest	-	-
Total expenditures	-	-
Deficiency of Revenues Over Expenditures	26	109
Transfers	-	-
Net Change in Fund Balance	26	109
Fund Balance, Beginning of Year	7,043	6,934
Fund Balance, End of Year	$ 7,069	$ 7,043

Economic Development Fund
City of La Vista, Nebraska
Notes to Financial Statements
September 30, 2020 and 2019

Note 1: Summary of Significant Accounting Policies

Organization

On September 30, 2003, the citizens of the City of La Vista, Nebraska (the "City") voted to establish the Economic Development Program to create jobs and/or develop tourism for the purpose of supporting the City's commercial developments, rehabilitate residential neighborhoods and expand industrial development in order to ensure the economic stability and vitality of the City.

Financial Reporting Entity

The financial statements of the Economic Development Fund include all significant separately administered activities for which the Economic Development Fund is financially accountable. Financial accountability is determined on the basis of selection of governing authority, imposition of will, a financial benefit/burden relationship, and/or fiscal dependency. The Economic Development Fund's financial statements are included in the City's financial statements as a major governmental fund.

The financial statements present only the Economic Development Fund and do not purport to, and do not, present fairly the financial position of the City as of September 30, 2020 and 2019, and the changes in its financial position for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Basis of Accounting

The Economic Development Fund financial statements are prepared using the current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual (when they become both measurable and available). "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period and that it is legally available for such purposes. Expenditures are recorded when the related fund liability is incurred, except for debt service expenditures which are reported as expenditures in the year due.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Economic Development Fund
City of La Vista, Nebraska
Notes to Financial Statements
September 30, 2020 and 2019

Note 1: Summary of Significant Accounting Policies - Continued

Cash and Cash Equivalents

Custodial credit risk is the risk that in the event of a bank failure, a government's deposits may not be returned to it. The Economic Development Fund follows the City's deposit policy for custodial credit risk which requires compliance with the provisions of state law.

State law requires collateralization of all deposits with federal depository insurance; bonds and other obligations of the U.S. Treasury, U.S. agencies or instrumentalities of the State of Nebraska; bonds of any city, county, school district or special road district of the State of Nebraska; bonds of any state; or a surety bond having an aggregate value at least equal to the amount of the deposits. The Statutes allow pledged securities to be reduced by the amount of the deposit insured by the Federal Deposit Insurance Corporation (FDIC).

The Economic Development Fund participates in the pooled cash accounts maintained by the City. The Fund's share of this pool was $7,069 and $7,043 at September 30, 2020 and 2019, respectively.

Note 2: Long-term Debt

The City Council approved a $3 million grant application on March 3, 2020, for the Economic Development Fund. The project is the Astro Amphitheater, a 2,500 seat indoor, 5,000 seat outdoor event venue. The developer, City Ventures, is also building apartments and retail/restaurant space at City Centre along 84th Street. The City also expects to receive an additional grant request for $2.5 million for this project that it will take under review in 2021.

The City is following state and federal guidelines to address the COVID-19 virus pandemic and is following the Center for Disease Control pandemic plan. Measures are being taken to safeguard employees and citizens. The budget is under review for potential delays in expense to offset any declines in revenue.

bergankdv

CITY OF LA VISTA
SARPY COUNTY, NEBRASKA

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND REPORTS ON COMPLIANCE WITH *GOVERNMENT AUDITING STANDARDS*

SEPTEMBER 30, 2020



CITY OF LA VISTA
TABLE OF CONTENTS

Schedule of Expenditures of Federal Awards	1
Notes to the Schedule of Expenditures of Federal Awards	2
Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*	3
Report on Compliance for each Major Program and on Internal Control over Compliance Required by the Uniform Guidance	5
Schedule of Findings and Questioned Costs	8

CITY OF LA VISTA, NEBRASKA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended September 30, 2020

FEDERAL GRANTOR AND PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH IDENTIFYING NUMBER	PASSED THROUGH TO SUBRECIPIENTS	FEDERAL EXPENDITURES (10/1/19 - 9/30/20)
U.S. Department of Justice				
High Intensity Drug Trafficking Area Initiative:				
(Passed through the Nebraska State Patrol)				
Greater Omaha Safe Streets Task Force				
January 1, 2019 - December 31, 2020	95.001	19HD14	-	51,809
	High Intensity Drug Trafficking Area Initiative Total		-	51,809
Patrick Leahy Bulletproof Vest Parnership:				
Bulletproof Vest Reimbursement	16.607		-	4,605
	Patrick Leahy Bulletproof Vest Parnership Total		-	4,605
Total U.S. Department of Justice			**-**	**56,414**
US Department of the Treasury				
2020 CARES Act				
(Passed through the Nebraska Emergency Management Agency)				
Local Government Reimbursement Program	21.019	CRF-COVID	-	992,029
		2020 CARES Act Total	-	992,029
Total U.S. Department of the Treasury			**-**	**992,029**
National Endowment for the Humanities				
2020 CARES Act				
(Passed through the Nebraska Library Commission)				
Distribution Payments	93.498	20.32	-	4,761
		2020 CARES Act Total	-	4,761
Total National Endowment for the Humanities			**-**	**4,761**
Total All Federal Grants			**-**	**1,053,204**

City of La Vista
Notes to Schedule of Expenditures of Federal Awards

NOTE 1 – BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards includes the federal grant activity of the City of La Vista, Nebraska and is presented on the accrual basis of accounting. The information in this Schedule is presented in accordance with the requirements of the Uniform Guidance. Therefore, some amounts presented in this Schedule may differ from amounts presented in, or used in, the preparation of the regulatory basis financial statements.

NOTE 2 – PASS-THROUGH GRANT NUMBERS

All pass-through entities listed above use the same CFDA numbers as the federal grantors to identify these grants and have not assigned any additional identifying numbers.

NOTE 3 – INDIRECT COST RATE

The City did not elect to use the 10 percent de minimis indirect cost rate, as allowed under the Uniform Guidance.

Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Honorable Mayor and Members
of the City Council
City of La Vista
La Vista, Nebraska

We have audited, in accordance with the auditing standards generally accepted in United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities and each major fund of the City of La Vista, Nebraska, as of and for the year ended September 30, 2020, and the related notes to financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated March 3, 2021.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did identify a certain deficiency in internal control, described in the accompanying Schedule of Findings and Questioned Costs as Audit Finding 2020-001 that we consider to be a material weakness in internal control over financial reporting.

Compliance and Other Matters
As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

City's Response to the Finding
The City's response to the finding identified in our audit is described in the accompanying Schedule of Findings and Questioned Costs. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report
The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

BerganKDV, LLC

Omaha, Nebraska
March 3, 2021

Report on Compliance for each Major Program and Report on Internal Control over Compliance In Accordance With the Uniform Guidance

Honorable Mayor and Members
of the City Council
City of La Vista
La Vista, Nebraska

Report on Compliance for Each Major Federal Program
We have audited the City's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2020. The City's major federal programs are identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

Management's Responsibility
Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility
Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Program
In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2020.

Report on Internal Control over Compliance
Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, and each major fund of the City of La Vista, Nebraska as of and for the year ended September 30, 2020, and the related notes to financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated March 3, 2021, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

BerganKDV, LLC

Omaha, Nebraska
March 3, 2021

City of La Vista
Schedule of Findings and Questioned Costs

SECTION I – SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of auditor's report issued:	Unmodified
Internal control over financial reporting:	
• Material weakness(es) identified?	Yes, Audit Finding 2020-001
• Significant deficiency(ies) identified?	No
Noncompliance material to financial statements noted?	No

Federal Awards

Type of auditor's report issued on compliance for major programs:	Unmodified
Internal control over major programs:	
• Material weakness(es) identified?	No
• Significant deficiency(ies) identified?	No
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	No

Identification of Major Programs

CFDA No.:	21.019
Name of Federal Program or Cluster:	Coronavirus Relief Fund
Dollar threshold used to distinguish between type A and type B programs:	$750,000
Auditee qualified as low risk auditee?	No

City of La Vista
Schedule of Findings and Questioned Costs

SECTION II – FINANCIAL STATEMENT FINDINGS

Audit Finding 2020-001

Criteria:
Management is responsible for achieving appropriate financial reporting objectives, including maintaining complete accounting records and preparing financial statements in accordance with accounting principles generally accepted in the United States of America.

Condition:
During the course of our engagement, we proposed material audit adjustments that would not have been identified as a result of the City's existing internal controls and, therefore, could have resulted in the City's financial statements being materially misstated.

Context:
This finding impacts the internal control over financial reporting.

Effect or Potential Effect:
Intentional and unintentional errors could be made and not detected within a timely period by City personnel in the normal course of performing their assigned functions.

Cause:
There are a limited number of office employees.

Recommendation:
We recommend the City continue monitoring the reconciling and reporting process to ensure all journal entries are made prior to the audit.

Views of Responsible Officials and Planned Corrective Action:
City staff will continue to monitor internal controls over financial reporting and implement necessary changes to how accruals are recorded.

City of La Vista
Schedule of Findings and Questioned Costs

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

There were no questioned costs.

SECTION IV – PRIOR YEAR FINDINGS AND QUESTIONED COSTS

None

ITEM G

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 16, 2021 AGENDA

Subject:	Type:	Submitted By:
AWARD CONTRACT — QUESTICA BUDGETING SOFTWARE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN L. POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

SYNOPSIS

A resolution has been prepared to award a contract with Questica for budget preparation software in an amount not to exceed $19,750.00.

FISCAL IMPACT

The FY21/FY22 Biennial Budget provides funding for this purchase.

RECOMMENDATION

Approval

BACKGROUND

The current budget preparation software, Gravity, has not been as efficient as was initially anticipated. Staff spends a considerable amount of time manually converting data between the budget and accounting systems. As such, it was necessary to look at other budget preparation options, and during this process, staff identified Questica. Questica allows multiple users collaborative real time access in preparing the operating, salary, and capital budgets which will increase efficiency and transparency. Questica also provides the latest figures and reports to monitor departments' budgets in real time. Gravity does not provide these features.

Gravity's license expires on April 15, 2021. The renewal for Gravity is $21,846. Gravity's annual increase has been approximately 4% annually. Switching to Questica will save $2,096 in FY21. Questica's seven-year contract would lock the rate at $19,750 through FY23 with an inflation increase locked at 3% annually for FY24 through FY27.

This project is identified as part of City's Information Technology Strategic Plan, Initiative D – Implement Standard Collaboration Tools for City Staff.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT FOR BUDGET PREPARATION SOFTWARE TO QUESTICA LTD. IN AN AMOUNT NOT TO EXCEED $19,750.00.

WHEREAS, the City Council of the City of La Vista has determined that budget preparation software is necessary; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the proposed purchase; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the city administrator secure Council approval prior to authorizing any purchase over $5,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby award a contract for budget preparation software to Questica Ltd. in an amount not to exceed $19,750.00.

PASSED AND APPROVED THIS 16TH DAY OF MARCH 2021.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, CMC
City Clerk

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QUESTICA SOFTWARE SUBSCRIPTION AGREEMENT

This **SOFTWARE SUBSCRIPTION AGREEMENT** (the "**Agreement**") is made _____ (the "**Effective Date**") by and between QUESTICA LTD., a corporation incorporated under the laws of the State of Delaware ("**Questica**") and CITY OF LA VISTA, NE, including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction (collectively, the "**Subscriber**").

1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Malicious Code" means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs.

"Order Form" means the documents for placing orders hereunder, including addenda thereto, that are entered into between You and Us from time to time, including addenda and supplements thereto.

"Services" means the products and services that are ordered by You or Your Affiliates under an Order Form and made available by Us online.

"User Guide" means the on-line users guide for the Services, made available on-line.

"Users" means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by You, (or by Us at your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

"We," "Us", "Our", "**Questica Inc.", "Questica LTD."** or "**Questica**" means the company or entity providing the Services in the Agreement

"You", "Your", "Subscriber" means the company or other legal entity for which you are accepting the Agreement and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Services, including but not limited to any data, content (including user content), information and files.

2. PROVISION OF SERVICES

2.1 **Terms of Service.** Terms, provisions, or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may use in connection with the provision of Services (or software) by Questica will have no effect on the rights, duties, or obligations of the parties hereunder, regardless of any failure of Questica to object to such terms, provisions, or conditions.

2.2 **Provision of Services.** We shall make the Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.3 **User Subscriptions.** Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same price as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added and (iii) the added User subscriptions shall terminate on the same

day as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one user but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

2.4 **Hosting, Product Maintenance and Support.** For the first year of this Agreement, upon paying the Subscription Fee and for each year thereafter, provided that Subscriber continues to pay the Subscription Fees in accordance with the fees set out in Appendix A, Questica shall provide Hosting, Maintenance and Technical Support Services for the software as outlined in Appendix B, if the Subscriber is not otherwise in breach of the provisions of this Agreement.

2.5 **Implementation Services**. Questica shall provide the professional service as defined in the Scope of Work ("SOW"), Appendix C, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of Questica, the obligation to provide professional services to the Subscriber expires the earlier of:

1) completion of the services described in the SOW

2) 12 months from the effective date of the relevant Order Form.

2.6 **Acceptance of Custom Work.** Within fifteen (15) business days from the delivery of each individual Custom Work, the Customer/Subscriber shall, in its sole discretion, review the Product Customization and notify Questica whether it finds the Customizations satisfactory or unsatisfactory. If its determined that the Customizations are unsatisfactory, then it shall state in writing the reasons for its determination, including identifying any nonconformance with the Subscriber's specifications or expectations. Questica will promptly correct the deficiencies and reinstall the Customizations, and the approval procedure shall be reapplied until Subscriber finally declares the Customizations satisfactory. In the absence of a written response within 15 Business Days after the delivery of the Customizations or once the Subscriber has declared the Customizations satisfactory, the Customizations shall be considered 'Accepted'.

3. USE OF THE SERVICES

3.1 **Our Responsibilities.** We shall: (i) provide Our basic support for the Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours' notice via the Services and which We shall schedule to the extent practicable during the weekend hours from 9:00 pm Friday to 6:00 am Monday Eastern Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet services provider failure or delays, or denial of service attacks, and (iii) provide the Services only in accordance with applicable laws and government regulations.

3.2 **Our Protection of Your Data**. We shall maintain reasonable administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

3.3 **Your Responsibilities.** You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

4. FEES AND PAYMENTS FOR SERVICES

4.1 **Fees.** You shall pay all fees specified in all Order Forms as set out in Appendix A. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly

anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be charged for the full monthly period and the monthly periods remaining in the subscription term.

4.2 **Invoicing and Payment.** You will provide Us with a valid purchase order or alternative document reasonably acceptable to Us. We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

4.3 **Overdue Charges.** If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at a rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment)

4.4 **Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 7 days prior notice that Your account is overdue, in accordance with Section 11.1 (Manner of Giving Notice), before suspending services to You.

4.5 **Payments and Disputes.** We shall not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

4.6 **Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

4.7 **Travel Costs.** Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, Questica's standard travel and per diem rates shall apply. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall be reimbursed at cost. Questica is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.

5. PROPRIETARY RIGHTS

5.1 **Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2 **Restrictions.** You shall not (i) permit any third-party to access the Services except as permitted herein or in an Order Form (ii) create derivative works based on the Services except as contained herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

5.3 **Your Applications and Code.** If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

5.4 **Your Data.** Subject to the limited rights granted to You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

5.5 **Suggestions.** We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by

You, including Users, relating to the operation of the Services. We may additionally develop, modify, improve, support, and operate Our Services based on Your use, as applicable, of any Services.

6. CONFIDENTIALITY

6.1 Definition of Confidential Information. As used herein, **"Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

6.2 Protection of Confidential Information. The Receiving party shall use the same degree of care that uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

6.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest such disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding or otherwise to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable costs of compiling and providing secure access to such Confidential Information.

7. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

7.1 Our Warranties. We represent and warrant that (i) We have validly entered into this Agreement and have the legal authority to do so, (ii) the Services shall perform materially in accordance with the User Guide, (iii) the functionality of the Services will not be materially decreased during a subscription term, and (iv) We will not transmit Malicious Code to You, provided it is not in breach of this subsection (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) and Section 10.4 (Refund or Payment upon Termination) below.

7.2 Your Warranties. You represent and warrant that (i) You have validly entered into this Agreement and have the legal authority to do so; (ii) You will use the Services in accordance with applicable laws; and (ii) You have all necessary rights to use and upload any Data for use with the Services.

7.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS, WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. MUTUAL INDEMNIFICATION

8.1 Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates any Canadian or United States' registered patents, copyrights or trade-mark rights of a third party (a "**Claim Against You**"), and shall indemnify You for any damages, legal fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) Give Us sole control

of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim against You, or if we reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to you (i) modify the Services so that they no longer infringe or misappropriate , without breaching Our warranties under "Our Warranties" above, (II) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

8.2 **Indemnification by You**. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "**Claim Against Us**"), and shall indemnify Us for any damages, legal fees and costs finally awarded against us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

8.3 **Exclusive Remedy**. This Section 8 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

9. LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** NEITHER PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 4 (FEES AND PAYMENT FOR SERVICES).

9.2 **Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10. TERM AND TERMINATION

10.1 **Term of Agreement.** This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2 **Term of Purchased User Subscriptions.** User subscriptions purchased by You commence on the effective date of this Agreement and continue for 7 years. Additional user subscriptions will be prorated from the applicable order date through the remainder of the 7-year term. All user subscriptions shall automatically renew for additional one-year at the end of the then current term, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 7% of the pricing for the relevant Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.

10.3 **Termination for Cause.** A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceedings relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4 **Refund or Payment upon Termination.** Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of

all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

10.5 **Return of Your Data.** Upon request made by You within 30 days after termination of a Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

10.6 **Surviving Provisions.** Section 4 (Fees and Payment for Services), 5 (Proprietary Rights), 6 (Confidentiality), 7.3 (Disclaimer), 8 (Mutual Indemnification), 9 (Limitation of Liability, 10.4 (Refund or Payment upon Termination), 10.5 (Return of Your Data), 10.6 (Surviving Provisions), 11 (Notices, Governing Law, Jurisdiction) and 12 (General Provisions) shall survive any termination or expiration of the Agreement.

11. NOTICES, GOVERNING LAW AND JURISDICTION

11.1 **Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii)the second business day after sending by confirmed facsimile, (iv) the first business day after sending by email (provided that email shall not be sufficient for notices of termination or an indemnifiable claim) Billing- related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

11.2 **Dispute Resolution/Arbitration.** In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the parties' project managers shall use every reasonable effort to resolve such dispute in good faith within 10 Business Days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute. For the purposes of this Agreement, a "**Business Day**" means a day other than a Saturday, Sunday, or statutory holiday in Ontario.

Escalation Level	**Questica Management Level**	**Subscriber Management Level**	**Period of Resolution Efforts**
First Level	Project Manager	Project Manager	10 Business Days
Second Level	Customer Success Director	Finance Department Manager	10 Business Days
Third Level	VP, Professional Services	Director of Finance or Treasurer	10 Business Days

If the above escalation periods have elapsed and there continues to be a dispute as to any matter herein, the matter in dispute shall be referred to arbitration by a single arbitrator.

(a) Except as provided above, or any other circumstance in which a party seeks an injunction or other equitable relief from the courts, Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Delaware before one arbitrator, including lawyers with 10 years of active practice in relevant information technology or intellectual property matters. The arbitration shall be administered by (i) JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures if You are U.S. based or if You are from outside the United States, in accordance with the JAMS International Arbitration Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall not award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. The parties shall maintain the confidential nature of the arbitration proceeding and any award, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce.

(b) Notwithstanding the provision in Section 11.2(a) with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

(c) In the event of any action or proceeding (including arbitration) brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable legal fees arising from such action or proceeding.

11.3 **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Delaware and the federal laws of the United States of America without regard to the conflict of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Subject to Section 11.2 above, the parties attorn to the exclusive jurisdiction of the courts of Delaware in respect of this Agreement.

11.4 **Waiver of Jury Trial.** Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

12. GENERAL PROVISIONS

12.1 **Anti-Corruption.** You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

12.2 **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.3 **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

12.4 **Export Compliance.** The Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States, Canada and other jurisdictions. Each party represents that it is not named on any US or Canadian government denied-party list. You shall not permit Users to access or use Services in a US or Canada embargoed country or in violation of any US or Canadian export law or regulation.

12.5 **Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right**.**

12.6 **Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.7 **Legal Fees.** You shall pay on demand all of Our reasonable legal fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 4.2 (Invoicing and Payment).

12.8 **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.9 **Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your

purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

12.10 **Cooperative Statement.** Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion, provided We also agrees to do so.

12.11 **Authorized reseller status; Option to purchase affiliate products**. Questica is a subsidiary of GTY Technology Holdings Inc. ("GTY") and an authorized reseller of products and services produced and provided by other subsidiaries of GTY (such subsidiaries, "Questica Affiliates"). These products and services include software-as-a-service technology for the procurement and vendor supplier sourcing industry, digital services and payment technology through a software-as-a-service platform, software solutions for grants management and indirect cost reimbursement and related implementation and consulting services, software tools to streamline permitting and licensing services, and additional web-based budgeting preparation, performance, management and data visualization solutions ("Affiliate Products"). Questica Affiliates include Bonfire Interactive Ltd., Bonfire Interactive US Ltd., eCivis Inc., CityBase, Inc., Open Counter Enterprise Inc. and Sherpa Government Solutions LLC. In addition to the products and services that are the subject of this Agreement, Subscriber has the option to purchase from either Questica, as an authorized reseller, or Questica Affiliates, Affiliate Products on terms and conditions, including pricing, to be agreed upon in writing by Subscriber and Questica or Subscriber and the applicable Questica Affiliate.

12.12 **Media Releases.** Neither party shall use the name, trademark or logo of the other party without the prior written consent of the other party. Notwithstanding the foregoing, We may use the Your name and identify You as a Questica client in advertising, marketing materials, press releases and similar materials.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

CITY OF LA VISTA, NE

Per: _____

Name: _____

Title: _____

Date: _____

I have authority to bind the organization

QUESTICA LTD.

Per: _____

Name: _____

Title: _____

Date: _____

I have authority to bind the organization

APPENDIX A – Order Form

Questica Budget 7 Year Subscription Promotion Price Quote – Brilliant Bundle (SaaS)

Quotation ID#: City of La Vista – 01292021V3

Description	Qty	Total
Questica Budget Framework – All Modules	Included	
Operating Licenses	25	
Personnel Planning and Budgeting Licenses	5	
Capital Licenses	10	
Unlimited Read Only Licenses	Included	
Performance Measures	Included	
Statistical Ledger	Included	
Allocations	Included	
OpenBook Transparency	Included	
Questica Annual Software Subscription (including maintenance, support, and hosting)	~~$19,500.00~~	$9,750.00
Professional Services (Per Statement of Work)		
Planning & Analysis	Included	
Installation	Included	
Data Load & Verify	Included	
Accounting Integration	Included	
Training	Included	
Project Management	Included	
OpenBook Professional Services	Included	
Total Questica Professional Services (one-time fee)		$ 10,000.00
Grand Total Year 1	~~$29,500.00~~	$19,750.00

Pricing Notes

Quotation ID#: City of La Vista – 01292021V3

Pricing valid through: **March 26th, 2021**

- Questica annual subscription fee is $19,500.00 per year (based on 7 - year subscription)
- Questica annual subscription fee is $9,750.00 in year one (50% off)
- Questica has agreed to secure the proposed annual costs for 3 years from the contract effective date and will apply a 3% inflationary increase beginning in year 4
- Pricing is not applicable in response to RFP Process
- Above pricing in USD
- Applicable Taxes Extra
- **Terms of Payment:**
    - Software Subscription (including annual maintenance, support, and hosting services):
        - Due 100% upon Contract Effective Date (Net 30) and annually in advance for future years
    - Professional Services:
        - Due 100% upon Contract Effective Date (Net 30)

APPENDIX B – Hosting, Maintenance and Technical Support Services

(A) **Hosting Services.** Questica shall provide technical support and the associated hardware infrastructure to maintain the various Questica databases in a hosted environment. This includes performance tuning, database backups, disaster recovery availability, applying software upgrades and patches at the direction of the Subscriber, performing 24X7 server monitoring. Hosting Services do not include:

I. Testing customizations during an upgrade
II. Restoring a database backup required because of a Subscriber error
III. Migrating data or reports among instances (example: from training or testing to production)

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Hosting Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical support relating to the Hosting Services is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee. Questica will provide an initial response to all properly submitted support requests within two (2) business hours of initial submission.

(B) **Product Maintenance.** On an as-available basis, Questica will provide enhancements, modifications or upgrades to the Software as Questica may from time to time make available to its Subscribers generally ("**Updates**") but excluding any New Product (a "**New Product**" being a solution which, in Questica's determination and subject to general industry standards, does not replace the Software licensed hereunder.) Updates do not include:

I. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms
II. New applications
III. Services associated with the application or installation of Updates

If requested, Questica will provide assistance in the testing of any site-specific customizations. Questica will provide a quote for any required rework associated with customizations resulting from the upgrade.

(C) **Technical Support Services.** Questica will provide phone and e-mail based technical support of a reasonable nature as described herein. A technical support incident or problem is a single user defined problem seeking resolution. It must be related to the original intent and design of the software. Technical Support Services include the support of Questica supplied integrations that have not been modified by the Subscriber. Each Technical Support Service incident is deemed closed when a remedy, workaround, or recommendation for the installation of a current maintenance release has been offered, and a commercially reasonable effort has been made to restore operation to the original intent and design of the Software. Technical Support Service does not include:

I. Custom programming services;
II. On-site support;
III. Subscriber developed interfaces, API interactions, or customizations;
IV. Subscriber developed reports;
V. End-User training or re-training;
VI. Subscriber hardware or network issues;
VII. Correction of data issues derived from user error or Software misuse;
VIII. Changes to Questica developed custom reports or Permitted Customizations (including Questica supplied custom business rules or customized user screens) that are outside the scope of the accepted specification, scope of work, or authorized change requests;
IX. Corrections to Questica developed custom reports or Permitted Customizations beyond six (6) months from the date of delivery (the upgrade protection period); and

X. Changes to integration functionality made necessary due to Subscriber server modifications/replacement, or changes by upgrades or changes to the integrated financial system software or hardware.

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Technical Support Services and/or Product Maintenance Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical Support Service is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee.

Scope of Work

Questica Budget Implementation for City of La Vista, NE

System Hosting

Server

Production & Test Instances of Questica Budget

Questica will install a production instance of Questica Budget in a cloud hosted environment, as per the signed hosting agreement. The implementation will be carried out directly on the "production" system.

A second system, for testing, will be created by copying the production system on request. Questica will service a reasonable number of such copies, at the discretion of the Questica project manager. Questica reserves the right to delete test systems left unused for an extended period of time. In such a case, The Customer may have a test system reinstated when needed, by requesting a copy of the current production system.

Production Instance of OpenBook

Questica will install a single instance of OpenBook in a cloud hosted environment.

Client Software

The Customer will provide user workstation environments as follows:

- Supported web browsers - Internet Explorer 11 or newer, Microsoft Edge, Firefox latest release, Chrome latest release.
- Microsoft .NET Framework 4.6.
- Microsoft Excel® 2007 or newer (required for data export/import).
- Report Builder 3.0 downloaded and installed without charge from Microsoft's web site for self-serve ("ad hoc") reporting.

Project Management & Analysis

Questica and The Customer agree that the implementation of Questica Budget is a shared responsibility. Neither Questica nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party. Delays on the part of The Customer, including putting the project on temporary hold or changes in project personnel, may result in a Change Order to cover the cost of restart, rework, rescheduling, and retraining.

Questica Project Lead

Questica will assign a lead analyst/project manager, hereafter referred to as the "PM", to lead the implementation on Questica's behalf. The PM will carry out most project management, analysis, and configuration activities. They will engage other Questica staff to fulfill deliverables according need.

All work with the Questica PM will be carried out "off-site" and contact will be via email, telephone, video conference, and remote desktop sharing. A SharePoint repository will be provided by Questica for housing project documentation and exchanging data load spreadsheets.

The project management responsibilities of Questica's PM are as follows:

a) Coordinate the development of the project timeline with The Customer's project manager.
b) Ensure the timely execution of Questica's deliverables.

c) Ensure that members of The Customer team are sufficiently educated in the Questica Budget application to understand the implications of design decisions.
d) Advise The Customer of expected completion dates for "Customer task" identified within this SoW.
e) Advise The Customer of the impact if any Questica or Customer deliverable is advanced or delayed.
f) Track and communicate issues though an "issue log".
g) Author, and coordinate the approval of, change orders.

The Customer's Project Lead

The Customer will assign a resource as their project lead. This person may be a project manager or senior member of the budget office/financial team. The role and responsibilities of this resource are as follows:

a) Act as primary communication point with the Questica PM.
b) Provide definitive responses to the Questica PM on all decision points.
c) Ensure the timely execution of The Customer's deliverables, as identified within this SoW.
d) Advise the Questica PM of expected completion dates for these tasks.
e) Ensure that implementation training material is reviewed in a timely manner.
f) Ensure that all Customer team members have a clear understanding of their roles and responsibilities in the implementation.
g) Ensure that all Customer team has sufficient understanding of the product and the implementation to make their decisions and complete their deliverables.
h) Approve (sign-off) on Questica deliverables.
i) Certify that change orders contain a full specification of the changes required.

The Customer will have access to training materials, such as videos, online in the Questica Academy.

Data Loading

The Customer is encouraged to load the data, under the guidance of the Questica PM and supporting implementation material. This approach is the best means to full understanding in the shortest possible time.

Where the Questica PM needs to load data on The Customer's behalf (where noted in the *Scope of Implementation Services* below), the data must be provided to Questica in Excel workbooks; and must be "clean", consistent, and complete. The Questica PM is not responsible for cleaning data, will not load data "piecemeal", and will not repeatedly load data in order to repair issues and/or add missing information. Further data loads/reloads can be performed by The Customer using the software's user interface.

Integrations

Integrations are the automation of data exchange between Questica and 3rd party systems. This will use files transferred to/from an SFTP or FTPS server provided by Questica, except where alternatives are explicitly noted as options in the *Scope of Implementation Services* below.

Questica does not offer services to build the 3rd party system end of integrations. The Customer is responsible for creating data sources and destinations within their 3rd party systems, either through their IT team or through their system's integrator. Alternatively, manual exports and imports are a practical way to transfer data.

Scope of Implementation Services

Limitation of Obligation

The services described in this section must be delivered within 13 weeks contiguous of the initial contract date and will be deemed delivered in full thereafter, with no further obligation by Questica to deliver such services.

Questica Budget Configuration & Shared Components

Function, Feature, or Service	Description	Scope
Initial Data Load of Chart of Account Data	Configuration and data import of the following Questica standard data structures: • Division/Department hierarchy. • Fund Categories and Funds. • Account Categories and Expense and Revenue GL Accounts. • Other COA dimensions. Questica will work with the customer to determine the most efficient and effective manner to acquire this data from existing systems.	In scope: All reasonable data required to support a chart of accounts, roll-ups, additional chart categorizations, budgets, and actuals.
Budget Process Configuration	Define and configure the statuses, stages, snapshots, additional fields, forms, grids, and change request types required to support all fundamental budgeting processes. The implementation assumes centralized budgeting and a standard budget development process along the lines of base budget, to department request, through budget office review, and council/board approval. *The Customer is able to increase the complexity of the budget process beyond this simple model, using the software's user interface, following training.*	In scope: Questica and The Customer will work cooperatively to define and configure all fundamental budgeting processes.
Application Level Security	Configuration of user accounts and role-based security, modelling a standard "pipeline" budget development and management process. *The Customer is able to increase the complexity of security beyond this simple model using the software's user interface following training.*	In scope: It is important that The Customer understands the security configuration. Questica's PM will provide advice, instruction, discuss configuration strategies, and create "template" security roles.
Project Management, Configuration & Analysis	The fixed price cost includes overhead of project management and analysis by the PM during implementation. *Should implementation project management and consulting be required beyond the scoped period, additional time may be purchased at Questica's standard services rate.*	In scope: Service provided until all other services are delivered or 13 weeks contiguous from project kick-off, whichever occurs first.

Operating Module

The Operating module is In scope.

Function, Feature, or Service	Description	Scope

Configuration & Initial Data Load Questica will work with the customer to determine the most efficient and effective manner to acquire this data from existing systems.		
Import Costing Centers	Configuration and data import of standard Questica Operating data structures. At a minimum, the data will be sufficient to: • Create Costing Centers (for each historical and current/future budget year to be loaded). • Add Costing Centers to Departments. • Associate Costing Centers with Funds. • Define Budget Promotion Stages.	In scope
Import Budgets	Import multiple years of Operating budget: • Create dollar budget line items with GL Accounts (or The Customer's equivalent thereof) … at the Costing Center level. The budgets must be imported in year order from oldest to newest. ** If budgets change after the initial data load, the client can update it directly within the system.*	In scope: 2 prior years + current fiscal year budgets The Customer can import additional years at their discretion (there is no system restriction).
Integrations		
Budget Export Integration	Interface to export the adopted budget from Questica into The Customer's general ledger system. Data can be extracted into a text ("CSV") file, an Excel® workbook, or through a RESTful API call to a Questica ad hoc view. The implementation allows for a reasonable number of simple automated transformations such as basic filtering, field concatenation or splitting, flipping revenue signs. ** If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures) then please discuss adding this for a one-time set-up fee.*	In scope: 1 point of budget export integration.
Budget Amendments Export Integration	Interface to transfer individual approved amendments to the Operating budget, from Questica Budget to The Customer's general ledger, or the other direction as required. This interface is required only in the case where amendments must be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above. ** If this integration is required, then please discuss adding this for a one-time set-up fee.*	Not in scope
GL Actuals Import Integration	Interface to copy/import financial Actuals into the Questica Operating module from The Customer's general ledger system. This interface can be automated to run on a schedule. Data to be imported will need to be in a standard "CSV" formatted file with the following required fields/columns, in the order listed. 1. AccountStructure	In scope: 1 point of actuals import integration.

	2. TransactionDate 3. Amount Additional fields/columns may be added, upon the discretion of The Customer, as long as they follow Questica Budget's format. Actuals can be individual transactions or monthly balance by account structure. The implementation allows for a reasonable number of simple automated transformations such flipping revenue signs or date formats. Transactions will be imported provided that the data element can be unambiguously matched to a pre-existing record (for example costing center, fund and GL account). An exception report is provided for data elements which cannot be matched. The import integrations will not create accounts, or segments of the account, in the case that the account or segment does not already exist in Questica. ** If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures; or to read the actuals using a Web API) then please discuss adding this for a one-time set-up fee.*	
Optional Features	*The following optional add-ins offer functionality necessary for very specific budgeting activities, as described. If "Not in scope" then these features are not part of the purchased Questica package.*	
Allocations Add-in	The Questica Budget Allocations add-in, to automatically transfer specific budget lines to multiple costing centers. If the Capital module is in scope then budget lines can also be allocated to projects.	In scope: Shared task: The Customer will receive assistance from the Questica PM to create a subset of the required allocations which can then be referenced by The Customer to create the full required set.
Statistical Ledger Add-in	The Questica Budget Statistical Ledger add-in, to budget for non-general ledger and non-monetary values, rates and quantities (within costing centers). Also provides a convenient source of non-monetary data for the Performance Measures module.	In scope: 2 prior years + current fiscal year budgets The Customer can import additional years at their discretion (there is no system restriction).

Personnel Planning & Budgeting Module

The Personnel Planning & Budgeting module is In scope.

Function, Feature, or Service	Description	Scope
Configuration & Initial Data Load		
Due to access limitations is unlikely that the Questica PM is able to perform the data extraction and will require The Customer to provide this data in Excel workbooks.		

The Questica Personnel module is not loaded or used for **historical** fiscal years. It will be configured only for one fiscal year which should be either: • Current fiscal year: The Customer will be able to verify the structure by "publishing" the Salaries to their current budget and making a comparison, but the position/employee data will be stale by one year and will need updating when rolling to the new budget year. • New budget year (first year for which a new budget is being built using Questica). Note that once in the system all salaries data is rolled with the Operating budget when creating a new budget year. It does not need to be reloaded, simply updated to match the current state.		
Import Positions & Employees	Load the lists of Employees and associated data; and Positions and their associated data (including incumbent Employee).	In scope
Import Grades & Scales	Load the list of Grades and their associated data, and any contracted pay Scales (hourly by "Step").	In scope
Configure Benefits ("Modifiers")	Create "modifiers" to generate supplementary personnel costs such as benefits, allowances, payroll taxes, and insurance. Note that modifiers are not simple 2-dimensional data that can be represented in a spreadsheet. It is not possible to load modifiers in bulk from Excel® workbooks. The Questica system is pre-loaded with example modifiers that The Customer may find useful to use as-is, or for copying and editing to generate the supplementary personnel costs appropriate to their organization. **While most supplementary personnel costs can be configured and auto-calculated using "modifiers", on occasion the rules and arithmetic of certain costs cannot be modelled and either need to be manually calculated and entered by The Customer or accommodated through custom modifiers which can be added to the implementation for a one-time setup fee.*	Shared task: The Customer will receive assistance from the Questica PM to create a subset of the required modifiers which can then be copied and edited by The Customer as many times as needed to create the full required set.
Import Position/Costing Center Allocations	Load the "allocation" of Positions to the Costing Centers, to assign payroll costs of those Positions. Each Position may be split between multiple Costing Centers. Within each Costing Center, all payroll costs are consolidated to the account string level. You may also choose to configure the system such that it splits the costs to a more detailed level.	In scope

Capital Module

The Capital module is In scope.

Function, Feature, or Service	Description	Scope
Configuration & Initial Data Load Questica will work with the customer to determine the most efficient and effective manner to acquire this data from existing systems.		
Import Capital Projects	Configuration and data import of standard Questica Capital data structures. At a minimum, the data will be sufficient to:	In scope

	• Create Projects (including closed projects where historical budget is being loaded). • Add Projects to the list of Departments that are consistent with, and shared by, the Operating module. • Define Project Promotion Stages. The configuration data may optionally contain data to: • Define Asset Categories & Asset Types. • Define a Single Set of Project Ranking Metrics.	
Import Budgets	Import multiple years of Capital budget: • Create dollar budget line items with GL Accounts (or The Customer's equivalent thereof) … at the Project level. The budgets must be imported in year order from oldest to newest. ** If budgets change after the initial data load, the client can update it directly within the system.*	In scope: 2 prior years + current fiscal year budgets The Customer can import additional years at their discretion (there is no system restriction).
Integrations		
Budget Export Integration	Interface to export the adopted budget from Questica into The Customer's general ledger or project control system. Data can be extracted into a text ("CSV") file, an Excel® workbook, or through a RESTful API call to a Questica ad hoc view. The implementation allows for a reasonable number of simple automated transformations such as basic filtering, field concatenation or splitting, flipping revenue signs. ** If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures) then please discuss adding this for a one-time set-up fee.*	In scope: 1 point of budget export integration.
Budget Amendments Export Integration	Interface to transfer individual approved amendments to the Capital budget, from Questica Budget to The Customer's general ledger, or the other direction as required. This interface is required only in the case where amendments must be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.	Not in scope
Actuals Import Integration	Interface to copy financial Actuals into the Questica Capital module from The Customer's general ledger or project control system. This interface can be automated to run on a schedule. Data to be imported will need to be in a standard "CSV" formatted file with the following required fields/columns, in the order listed. 4. AccountStructure 5. TransactionDate 6. Amount Additional fields/columns may be added, upon the discretion of The Customer, as long as they follow Questica Budget's format.	In scope: 1 point of actuals import integration.

	Actuals can be individual transactions or monthly balance by account structure. The implementation allows for a reasonable number of simple automated transformations such flipping revenue signs or date formats. Transactions will be imported provided that the data element can be unambiguously matched to a pre-existing record (for example costing center, fund and GL account). An exception report is provided for data elements which cannot be matched. The import integrations will not create accounts, or segments of the account, in the case that the account or segment does not already exist in Questica. ** If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures; or to read the actuals using a Web API) then please discuss adding this for a one-time set-up fee.*	

Performance Measures Module

The Performance Measures module is In scope.

Function, Feature, or Service	Description	Scope
Performance Measurement Consulting	Consulting services to advise, design, promote, and enact Performance Measurement Programs.	Not in scope
Configuration & Initial Data Load		
Measure Categories and Units	Configuration of Performance Measure Categories and Units of Measure.	In scope
Measures	The Customer will receive training to determine how to enter Performance Measures into the system.	Shared task: The Customer will receive assistance from the Questica PM to create a subset of the required measures which can then be referenced by The Customer to create the full required set.
Scorecards	The Customer will receive training to determine how to configure Performance Measure Scorecards within the system.	Shared task: The Customer will receive assistance from the Questica PM to create a subset of the required scorecards which can then be referenced by The Customer to create the full required set.
Integrations		
Measure Actuals Import	Automated interface for importing Actuals from the many and various systems which might house data useful as Measure Actuals. **If a custom integration is required then please discuss adding this for a one-time set-up fee.*	Not in scope

OpenBook

Use of Questica's OpenBook transparency portal is included in this system.

Function, Feature, or Service	Description	Scope
Setup & Connection	Create OpenBook instance. Connect to Questica Budget production instance with out-of-the-box API and test connectivity.	In Scope
Analysis & Design	• Post-training review of concepts and process with The Customer, including the visualization types, their purpose and appropriate Questica Budget data sources. • Assistance in determining initial set of visualizations. • Review the editing and publishing of datasets from Questica Budget to OpenBook. • Determination of non-Questica Budget data sources.	In Scope
Questica Budget Configuration	Creation of "ad hoc views" in Questica to support data requirements of The Customer's OpenBook (as determined during analysis & design), typically: • Budget • Actual • Budget vs Actual	Shared task: The Questica PM will assist in configuring a reasonable number of views for the initial set of OpenBook data visualizations.
OpenBook General Configuration	Configuration of OpenBook settings, profile, UI options, and admin user.	In Scope
OpenBook Visualization Configuration	Creation of "Visualizations" in OpenBook using out-of-the-box Visualization templates, sourcing data from Questica Budget dataset and ad hoc spreadsheets.	Shared task: The Questica PM will assist in configuring a reasonable number of OpenBook data visualizations as the initial set. The customer may continue to add visualizations throughout their use of OpenBook.
OpenBook Advanced/Custom Visualizations.	Creation of more advanced visualizations, for example those requiring multiple data sources and/or new reporting entities within Questica Budget and/or custom visualisations.	Not in scope

Training

The following list details the proposed training. The PM and The Customer will determine the final training plan. Topics may be swapped to receive more of one and less of another, provided that the total amount of training does not exceed the proposed plan.

Training Topic	Description	Scope
Implementation	A Questica Budget Implementation Guide, along with a Project/Milestone Plan, identifies all steps involved in the implementation process. This guide references pre-recorded training videos, job aids, etc. After which a PM will address Customer questions and provide advise as needed.	Customer task
Administration	Training in Questica Budget administration is delivered via a series of training courseware, such as pre-recorded videos, after which a PM will address Customer questions and provide advice as needed.	Customer task

Administrator Authored Reporting	Training in the use of ad hoc views and dashboards is delivered via pre-recorded training videos, after which a PM will address Customer questions and provide advice as needed. Questica also provides instructional videos on the use of the Report Builder 3.0 report authoring tool but recommends that users make use of the many online resources to gain expertise in this tool.	Customer task
Allocations	Training in Questica Budget's Allocations feature is delivered via a pre-recorded training video, after which a PM will address Customer questions and provide advice as needed.	In scope
Change Request	Training in Questica Budget's Change Requests feature is delivered via a pre-recorded training video, after which a PM will address Customer questions and provide advice as needed.	Customer task
Statistical Ledger	Training in Questica Budget's Statistical Ledger feature is delivered via a pre-recorded training video, after which a PM will address Customer questions and provide advice as needed.	In scope
Operating Module	Training in the use of Questica Budget's Operating module is delivered in one "live" training session. This session can be recorded and made available online to your users only.	In scope
Personnel Planning & Budgeting	Training in the use of Questica Budget's Personnel Planning & Budgeting module is delivered in one "live" training session. This session can be recorded and made available online to your users only.	In scope
Capital Module	Training in the use of Questica Budget's Operating module is delivered in one "live" training session. This session can be recorded and made available online to your users only.	In scope
Performance Measures	Training in Questica's Performance Measures module is delivered via a series of pre-recorded training videos, after which a PM will address Customer questions and provide advice as needed.	In scope
OpenBook	Training in Questica's OpenBook module is delivered via a series of pre-recorded training videos, after which a PM will address Customer questions and provide advice as needed.	In scope

Customizations

Custom Integrations, Business Rules (CBRs), Modifiers, User Interface

This SoW does not include the development of customizations. Customizations can be accommodated upon receipt and acceptance of a change order and will extend the implementation timeline.

Custom Reports and Report Entities

This SoW does not include the development of custom reports or report entities. Custom reporting can be accommodated upon receipt and acceptance of a change order.

Change Orders

Any changes to the agreed scope, including changes requested by The Customer within the warranty period of customizations, shall be the subject of a new change order and the work to be carried out thereunder shall be separately estimated, agreed, and billed. Questica and The Customer must draw up an agreement of design detail and cost estimate before Questica undertakes any customizations.

The work shall be billed on a time and materials basis at the contracted rate in effect at the time of estimation. Should The Customer require a more detailed design and estimate, this can be prepared, however the investigation will be billable as the design of customizations is a significant part of the work.

Warranty

Once completed, any custom work shall be warranted by Questica in accordance with the “Technical Support Services” section of the Questica Software License Agreement.

Appendix A: Sample Implementation Timelines

The actual planned sequence and time allotted to each implementation task will be determined in the early part of the project. The timeline will be shared with The Customer in a OneNote file that holds all implementation information, including meeting notes and issue logs. This file will be maintained on a SharePoint web site where it is accessible on the internet.

Items in blue are owned by The Customer.

Items in green are owned by Questica.

Items in purple are shared or may be done by The Customer or by Questica depending on project imperatives.

Timeline for Operating Module Implementation (with Personnel Planning & Budgeting Module)

Week 1

- ☐ Kick-off
- ☐ SharePoint folder set up and shared with client.
- ☐ Administrative information completed in project's OneNote document.
- ☐ Client reviews first round of online implementation guide(s) and training material.
- ☐ Implementation site installed on Questica servers.

Week 2

- ☐ Status/implementation meeting:
  - ☐ Demo aspects of system as required.
  - ☐ Project timeline agreed upon.
  - ☐ COA ("account structure") understood and modelled in Questica Budget.
  - ☐ In depth review of data load methodology (use individual Questica Export/Import screens or completion of data load templates).
- ☐ Begin gathering, or loading directly into Questica Budget, the chart of accounts data (accounts, funds, departments, etc.).
- ☐ Begin gathering and cleaning Operating budgets.
- ☐ Client begins gathering and cleaning current (or next year's) Salaries data.
- ☐ Client begins investigation into ERP/financial system integrations:
  - ☐ Obtain sample file of "Actuals" for import into Questica.
  - ☐ Obtain specification/sample of file format for load of approved budget into ERP/financial system.

Week 3

- ☐ Chart of account data available for import.
- ☐ Chart of accounts loaded into Questica budget by Questica or by Client.
- ☐ Operating budgets (historical and current) available in Excel workbook.
- ☐ Client reviews second round of online implementation guide(s) and training material.

Week 4

- ☐ Operating budget import complete.
- ☐ Review of Operating budget import for correctness started.
- ☐ Operating integrations configuration started.
- ☐ Salaries data workbook available for import or client commenced loading salaries data (Positions, Employees, Grades, & Scales).
- ☐ Client reviews third round of online implementation guide(s) and training material.
- ☐ Date(s) for training scheduled.

Week 5

- ☐ Review of Operating budget import for correctness completed.
- ☐ Begin specification and building of ad hoc reports.
- ☐ Completed data import of salaries data.
- ☐ Begin configuring salaries "modifiers" (calculations for allowances and benefits).

Week 6

- ☐ Built-in Operating integrations configured and tested.
- ☐ Salaries modifiers configured.
- ☐ Begin review of Salaries budget for correctness.
- ☐ Operating and Salaries training.
- ☐ Begin preparation for end-user training.

Week 7

- ☐ Review of Salaries budget for correctness completed.
- ☐ Begin end-to-end/acceptance testing.

-- Basic System Ready for Development & Management of Budget --

Week 8

- ☐ End-to-end/acceptance testing complete.
- ☐ End-user Training.

Week 9

- ☐ Begin configuration of OpenBook.
- ☐ Go-live to end users.

Post Go-Live

- ☐ Configuration of OpenBook.
- ☐ System review, respond, fix.
- ☐ Promote from implementation to production status (hand-over to Questica Technical Support).

APPENDIX D – Contract Exceptions

This Appendix D is reserved for agreed upon changes or exceptions to the Software Subscription Agreement. Changes in this Appendix D supersede and replace the identified language or section from the Software Subscription Agreement.

END OF SOFTWARE SUBSCRIPTION AGREEMENT DOCUMENT

ITEM H

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 16, 2021 AGENDA

Subject:	Type:	Submitted By:
AWARD CONTRACT – CONCESSION STAND OPERATIONS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SCOTT STOPAK RECREATION DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute a contract with David John Investment Company LLC, David J Bouda, for operation of the concession stands at the Softball Complex, Soccer Complex, City Park, and La Vista Community Center.

FISCAL IMPACT

The Contractor will pay the City a monthly commission of ten percent (10%) of gross food, beverage and merchandise concessions sold from the Softball Complex, Soccer Complex, City Park and La Vista Community Center.

RECOMMENDATION

Approval.

BACKGROUND

In January 2021 HAMS, Inc. terminated its contract for concession services in the City. On February 2, 2021 the City Council passed Resolution 21-013 authorizing the advertisement for bids for the operation of concession services at the Softball Complex, Soccer Complex, City Park and La Vista Community Center. One bid was received.

DJ with David Johns Investment Company, LLC has worked with Bijan Hamzhie, owner of HAMS, Inc. for the past three years and personally managed the La Vista concessions.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE A ONE-YEAR CONTRACT WITH DAVID JOHNS INVESTMENT COMPANY, LLC., OMAHA, NEBRASKA, FOR THE OPERATION OF CONCESSIONS AT THE SOFTBALL COMPLEX, SOCCER COMPLEX, CITY PARK, AND COMMUNITY CENTER.

WHEREAS, the City has determined that it is desirable to contract for the operation of concession stands at various recreation sites in the City with David Johns Investment Company, LLC.; and

WHEREAS, David Johns Investment Company, LLC. will operate concessions at various recreation sites in the City; and

WHEREAS, the current contract with HAMS, Inc. was terminated in January of 2021; and

WHEREAS, the Recreation Director recommends awarding the contract to David Johns Investment Company, LLC. for one year; and

WHEREAS, the contract provides for David Johns Investment Company, LLC. to make payments of 10% of the gross revenues from all sales to the City; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the Mayor to sign a one-year contract with David Johns Investment Company, LLC., Omaha, Nebraska, for the operation of the concessions at the Softball Complex, Soccer Complex, City Park, and La Vista Community Center.

PASSED AND APPROVED THIS 16TH DAY OF MARCH 2021

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, CMC
City Clerk

K:\APPS\City Hall\21 FINAL RESOLUTIONS\21. Concessions Contract 03.16.2021.Doc

SOFTBALL COMPLEX, SOCCER COMPLEX, CITY PARK AND COMMUNITY CENTER CONCESSION OPERATION AGREEMENT

THIS SOFTBALL COMPLEX, SOCCER COMPLEX, CITY PARK AND COMMUNITY CENTER CONCESSION OPERATION AGREEMENT is made and entered into MARCH _____, _____ by and between the City of La Vista, a Nebraska municipal corporation (hereinafter referred to as the "City") and David Johns Investment Company, LLC, a Nebraska corporation, (hereinafter collectively referred to as "Contractor"), and David J Bouda (hereinafter referred to as "Guarantor").

WHEREAS, City has established and caused to be operated on its behalf, a softball complex concession stand, soccer complex concession stand, city park concession stand, and community center concession stand; and

WHEREAS, City has determined that it is necessary and desirable to cause the softball complex concession stand, soccer complex concession stand, city park concession stand, and community center concession stand as defined herein (the "Concession Operations") to be operated by Contractor as an independent contractor of City; and

WHEREAS, Contractor is willing and able to manage and operate such Concession Operations in accordance with terms hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing and the mutual promises, terms, and covenants contained, the parties hereto agree as follows:

1. **Appointment of Contractor.** The City hereby appoints Contractor, and Contractor hereby accepts such appointment, to operate the Concession Operations on behalf of the City pursuant to the terms contained herein. Such Concession Operations shall include, but not be limited to, staffing and supervision with Contractor's own employees; record keeping and daily accounting of all revenues and expenses related to Softball Complex, Soccer Complex, City Park and Community Center Concessions Operations; preparation and submission of statements of operations; operation of Softball Complex, Soccer Complex, City Park and Community Center collection of revenues and disbursement of all expenses; purchasing and selling food and beverage concessions; purchasing supplies and services; procurement of insurance coverage's; maintenance and cleaning of the Softball Complex, Soccer Complex, City Park and Community Center concession facilities; maintenance of the area immediately surrounding the concession stands to keep the area free of litter during the stands' normal hours of operation; collecting, reporting and paying all payroll taxes in respect to all personnel employed by the Contractor; development and implementation of sales promotion programs; and such other activities as shall be necessary to successful Concession Operations. Contractor shall provide all services hereunder under the direct supervision of David J Bouda. Contractor shall operate all aspects of the Concession Operations such that concession stands are open for business during such hours as determined by the City and the City's Recreation Director.

2. **Independent Contractor.** In all matters pertaining to Concession Operations, Contractor is and shall be an independent contactor. Nothing contained in the Agreement or in the practice or course of dealing between the parties shall be construed to create a partnership, joint venture, agency, or employment relationship or to create in Contractor any ownership interest in the Concession Buildings Softball Complex, Soccer Complex, City Park and Community Center or the operations thereof, except as otherwise specifically provided herein. No employee of Contractor shall be deemed to be an employee of city. However, the City expressly reserves the right to approve matters pertaining to policy for the concession Operations, including but not limited to, general staffing and qualifications therefore, concession products, and inventory mixture. Contractor acknowledges and agrees that it shall be the obligation of Contractor to report all income, compensation and fees received hereunder and to pay all applicable taxes in respect thereto and Contractor shall indemnify and hold harmless City against any obligation imposed on City to pay withholding, social security, unemployment, or other taxes, including interest and penalties in connection with any payments made to Contractor.

3. **Contractor's Employee's.** Contractor shall be responsible for hiring and staffing of employees at the concession stands and shall be responsible for the withholding and payment of all payroll taxes and the payment of all compensation and fringe benefits of its staff in compliance with all applicable laws.

4. **Term and Termination.** This Agreement shall be and become effective commencing April 1, 2021, and shall be effective for a term of one (1) years ending on March 31, 2022, with the option to renew for one additional twelve (12) month period at the discretion of both the City and the Contractor. Notwithstanding the foregoing, either the City or Contractor may terminate this Agreement for any reason at any time upon written notice given from one party to the other at least thirty (30) days prior to the effective date of termination; provided, however, that if Contractor desires to terminate this Agreement and the date of termination is to occur during the months of April through November, Contractor shall provide at least ninety (90) days notice of termination. Notice of termination of the agreement shall not negate the contractor's obligation to pay rental fees to City and Contractor's obligation to operate Concession Operations as provided herein to the date of termination.

5. **Record Keeping Requirements.** Contractor agrees to maintain or cause to be maintained, on a calendar year basis, complete books, and records of all aspects of the Concession Operations. Contractor shall submit to the City monthly financial reports for said operations no later than ten (10) days following the last day of each month's operations. Such monthly reports shall contain all information related to revenues, expenses, inventories, and cost of goods sold, taxes and fees for the month reported. Contractor shall submit a year end report to City reporting such operations for the previous year on or before January 1st of each year. All records and reports shall be kept by Contractor in the manner and on the forms approved by City. City reserves the right to prescribe cash handling, accounting, and reporting practices and procedures which shall be strictly followed by Contractor and shall at any time have the right without notice to review and examine all books and records of Contractor relating to the concession Operations. In addition, the City reserves the right to conduct, or cause to be conducted, an audit of contractor's books and records pertaining to the concession Operations, annually or more frequently as it shall determine. In such event, the City shall pay for the expense of such audit, provided however, that if such audit discloses shortages or non-compliance on the part of the Contractor, then Contractor shall pay the cost of the audit.

6. **Equipment and Furnishings.** Except for Concession inventory, supplies, and equipment purchased by Contractor in connection with Concession Operations, all machinery, equipment, furnishings, and replacements thereof, whether purchased or leased by City, shall be the property of the City, and, at the termination of this Agreement, possession thereof shall be peaceably given to the city. All machinery, equipment and furnishings owned or leased by the City and used by the Contractor for Concession Operations shall be maintained, cleaned, and repaired in a husband like manner by Contractor and Contractor shall, at all times, keep said machinery, equipment and furnishings in good working condition and repair. All City parts, mechanisms and devices required to keep the City equipment running in good repair shall be provided at the expense of the City. All Contractor parts, mechanisms and devices required to keep the Contractor equipment running in good repair shall be provided at the expense of the Contractor. Contractor shall have no authority to mortgage, encumber or otherwise hypothecate any of such equipment, machinery, and furnishings, or to contract on behalf of the City for any improvements or repairs which would give rise to a mechanic's, artisans, or other lien against any of the same.

7. **Fees.** In consideration of use of the Concession buildings in accordance with the terms of this Agreement, Contractor shall pay operation fees as follows:

    a. Contractor shall pay to the City a commission in the amount of ten percent (10%) of gross food, beverage and merchandise concessions sold from the Softball Complex, Soccer Complex, City Park and Community Center premises. Commissions shall be paid to City by contractor on a monthly basis no later than the 10th day of the month and shall accompany the contractor's monthly financial report.

8. **Insurance.** Contractor shall provide and maintain, at its own expense, general liability insurance in the amount of $1,000,000 combined single limit for products liability insurance, property damage insurance and personal injury insurance. Contractor shall name the City as additional insured as pertains to the performance of this agreement. The insurance policies shall insure the City from any and all demands, claims, and causes of action at low or in equity resulting from the performance of these services. Contractor agrees to indemnify and save harmless the City from any and all demands, claims, causes of action at law or in equity arising out of the performance of these services. Contractor shall provide and at all time maintain, at its own expense, Workers' Compensation coverage on all personnel employed by Contractor in connection with the concession Operations with such endorsements as City shall deem appropriate and with an insurer acceptable to the City. Contractor shall provide City with certification of such insurances, subject to the approval of the City Attorney.

9. **Notices.** Any notices or payments required hereunder shall be made in writing and delivered personally or by the U.S. mail in certified or registered form, with postage fully prepaid, and addressed as follows:

If to the Corporation:	City of La Vista 8116 Park View Boulevard La Vista, Nebraska 68128
If to the Contractor:	David J Bouda 11415 Pacific St. Omaha, Nebraska 68154

or such different address as either party may designate in writing to the other. Notice shall be deemed given or made upon request.

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

11. **Binding Nature.** This agreement shall inure to the benefit and be binding upon the parties hereto and their respective successors and assigns. Nothing in this Agreement, either express or implied, is intended to confer upon any other person or entity any rights or revenues under or by reason of this Agreement.

12. **Waiver.** No waiver by either party to this Agreement at any time of any breach of the other party of or compliance by the other party with any condition or provision of this Agreement to be performed by the other party shall be deemed to be a waiver of similar or dissimilar provisions or conditions at the same or any prior to subsequent time.

13. **Counterparts.** This document may be executed in one or more counterparts, each of which shall be deemed to be an original and each of which shall constitute the parties' Agreement.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, superseding any prior agreement, understanding, arrangement, warranty or representation, oral or written, express or implied, with respect to such subject matter. It may not be amended except by a writing signed by the parties hereto.

15. **Assignment.** This Agreement may not be assigned by Contractor without the prior written consent of the City.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first set forth above.

CITY OF LA VISTA, NEBRASKA,
A municipal corporation

BY:_____
Douglas Kindig, Mayor

_____
Pamela A. Buethe, CMC
City Clerk

CONTRACTOR: DAVID JOHNS INVESTMENT COMPANY, LLC
A Nebraska corporation,

BY:_____
David J Bouda, Managing Member

"**Personal Guarantees**:

The undersigned hereby guarantees full performance of David Johns Investment Company, LLC under the foregoing Agreement.

Date:_____

_____
David J Bouda, Guarantor

ITEM I

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 16, 2021 AGENDA

Subject:	Type:	Submitted By:
REQUEST FOR PROPOSALS – BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN L. POKORNY DIRECTOR ADMINISTRATIVE SERVICES

SYNOPSIS

A resolution has been prepared authorizing the advertisement of request for proposals (RFP) for a Business Continuity and Disaster Recovery Plan.

FISCAL IMPACT

The FY 21/22 Biennial Budget provides funding for the proposed services.

RECOMMENDATION

Approval.

BACKGROUND

A Business Continuity and Disaster Recovery Plan has been identified as a need in both the citywide Strategic Plan and in the Information Technology Strategic Plan. A business continuity plan refers to an organization's system of procedures to restore critical business functions in the event of unplanned disaster. These disasters could include natural disasters, security breaches, service outages, or other potential threats. A Business Continuity and Disaster Recovery Plan is designed to eliminate downtime, protect important components and data, establish a state of order, resume operations as quickly as possible and ensure a safe and secure recovery.

Currently, the City only has informal internal and general exterior plans (i.e. Sarpy County Emergency Preparedness Plan). A former Business Continuity and Disaster Recovery Plan should include a Continuity of Operations Plan, a Disaster Recovery (DR) Plan, an Incident Response Plan, Emergency Response Plan, and a Crisis Communications Plan. If approved, staff will work toward recommending a provider to the City Council to assist in preparing the Business Continuity and Disaster Recovery Plan.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE REQUEST FOR PROPOSALS FOR THE DEVELOPMENT OF A BUSINESS COTINUITY AND DISASTER RECOVERY PLAN.

WHEREAS, the Mayor and Council have determined that the development of a business continuity and disaster recovery plan is necessary; and

WHEREAS, the FY 21/22 Biennial Budget provides funding for the proposed services; and

WHEREAS, proposals will be due April 30, 2021 with the approval of selected firm by the City Council on June 15, 2021, subject to the discretion of the City;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the request for proposals for the development of a business continuity and disaster recovery plan.

PASSED AND APPROVED THIS 16TH DAY OF MARCH 2021.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, CMC
City Clerk

K:\APPS\City Hall\21 FINAL RESOLUTIONS\21. Authorize RFP
For Business Continuity And Disaster Recovery Plan 03.16.2021.Doc

City of La Vista, Nebraska

Request for Proposals

Development of a Business Continuity and Disaster Recovery Plan

ISSUE DATE:

March 17, 2021

SUBMISSIONS DUE:

April 30, 2021, 11:00 a.m. (CST)*

*Late Proposals Will Be Rejected

REPLY TO:

Pamela A. Buethe
City Clerk
8116 Park View Blvd.
La Vista, NE 68128
pbuethe@cityoflavista.org
402.331.4343

Request for Proposals
Development of a Business Continuity and Disaster Recovery Plan
City of La Vista, Nebraska

Tentative Schedule

The following dates are being provided for your information and planning purposes. Although every effort will be made to follow this schedule, we reserve the right to modify the dates as necessary.

Action	Date
Release of RFP	March 17, 2021
Deadline for questions	April 16, 2021
Deadline for submission of proposals	April 30, 2021, 11:00 a.m. (CST)
Finalists selected	May 14, 2021
Interviews conducted the week of	May 24, 2021
Proposer recommended	June 4, 2021
Contract awarded	June 15, 2021

Sealed proposals will be received until 11:00 a.m. local time on April 30, 2021, at La Vista City Hall, 8116 Park View Boulevard, La Vista, Nebraska, 68128. Proposals received after this time will not be accepted. All correspondence, questions and additional information regarding this RFP must be presented in writing and addressed to City of La Vista, Attn: Pamela A. Buethe, City Clerk, 8116 Park View Boulevard, La Vista, Nebraska, 68128, or electronically to pbuethe@cityoflavista.org. Proposal submittals should be addressed as follows:

> **City of La Vista - Sealed Proposal for Development of a Business Continuity and Disaster Recovery Plan**
> Attn: Pamela A. Buethe, City Clerk
> 8116 Park View Boulevard
> La Vista, NE 68128-2198

The City of La Vista reserves the right to disqualify incomplete proposals, waive minor defects in proposals, waive formalities or irregularities, request additional information from any respondent, change or modify the scope of the project, negotiate terms with one or more of the respondents, reject any or all proposals, and/or take any steps it deems necessary to act in the City's best interest, without penalty.

It should be noted that all information submitted to the City is subject to the open records laws of the State of Nebraska. Proprietary information must be appropriately marked.

City of La Vista
Development of a Business Continuity and Disaster Recovery Plan

Notice

The City of La Vista is seeking to develop a Business Continuity and Disaster Recovery Plan. Although the City has many elements in place that support continuity of operations in the event of a disaster or emergency, these have not been formalized nor have they been thoroughly documented. By documenting these policies, the City seeks to effectively react to and quickly resume business operations in the event of an emergency.

To maintain an effective and competitive business continuity and disaster recovery plan, the City of La Vista (the City) invites professional organizations with demonstrated experience (proposer(s)) to submit proposals for the completion of a Business Continuity and Disaster Recovery Plan for the City.

General Information

The City of La Vista is located in the Omaha metro area and was incorporated in 1960. Today, the City is a growing community of approximately 18,000 with recent commercial and retail developments spurring growth across the City. La Vista is a Mayor-Council form of government consisting of eight Council Members and a Mayor. The Mayor, with confirmation from the City Council, appoints a professional City Administrator to manage the day-to-day operation of the City.

Background

The City of La Vista employs approximately 124 full-time employees and provides a full range of municipal services including: Public Safety, Public Works, Community Services, Administrative Services and Administration.

The City of La Vista contracts technical services and support from Sarpy County Information Systems (SCIS). Coordination with appropriate SCIS staff will be an important factor when considering and developing emergency operational plans.

Additional information regarding the City, including a complete copy of the budget document and other financial data, may be found on the City's website at www.cityoflavista.org.

Scope of Work

Subject Departments - The following table contains the list of divisions that include stakeholders that are anticipated to be a part of the assessment process, including staff count per division.

Subject Departments		
No.	**Department**	**Full-Time Staff Count**
1	City Administration	5
2	Administrative Services	11
3	Community Development	6
4	Police Department	46
5	Public Works	44
6	Library	6
7	Recreation	6

Current Technology Infrastructure and Standards -

La Vista has implemented or standardized on the following:

Server Operating Systems	Windows Server 2016 or newer
Desktop Operating Systems	Windows 10 Pro
Productivity Software	Office 365
Server Environment	Hyperconverged Infrastructure: VxRail E560F VMware ESXi 6.5 or newer
Data Center	Outsourced, redundant data centers
Firewall	Next Generation, High-availability Firewall with Secure SD-WAN
End User Devices	Dell Workstations, Surface Tablets, iPads
Endpoint Protection	Cloud native next-generation antivirus, endpoint detection and response
Web Security	Cloud based secure internet and web gateway

Scope Overview - The Business Continuity and Disaster Recovery Plan, when completed, is to identify the processes and services critical for the City departments to continue providing service to citizens from a technology standpoint. The selected firm is expected to identify applications and systems required and place the recovery efforts into a priority order. The plan is to identify the elements needed (staff, vendors, servers, off-site capabilities, and communications) to begin resuming operations after an event occurs. Where different event

scenarios require opposing levels of response or skills, these are to be identified. Sources of third-party support and equipment are to be suggested in the plan. The proposer selected should identify and note processes where manual systems will be required until computer systems can be placed back into operation.

Desired Outcomes and Deliverables - The following information is shared to identify the scope of outcomes and deliverables that the City has established as a minimum standard. Proposers shall identify any recommended deviations to the below scope, including recommended additions, clearly through the proposal.

a. **Project Work Plan and Schedule:** As part of the project scope, the selected proposer shall develop and provide the City with a detailed project work plan detailing the confirmed scope of work that will be followed to meet the project objectives. Included with this project work plan shall be a project schedule identifying the dates associated with tasks, deliverables, and milestones for the project – as well as task predecessors, successors, and dependencies.

b. **Assessment of Current State and Business Impact Analysis (BIA):** As part of the project scope, the selected proposer shall perform an assessment of the City's current business continuity and disaster recovery plans, processes, and policies, including any areas where an absence of one (in whole or in part) might exist. It is expected that stakeholder interviews occur during this stage, which will include Sarpy County I.S. staff, as well as any required facility walk-throughs. The anticipated key deliverable stemming from this stage is a Business Impact Analysis documenting the assessment of City business processes and procedures; identification of essential functions and technologies; identification of areas of risk, and the likelihood of these risks, to business continuity and the applicable risk acceptance/tolerance of the City; identification of operational and anticipated financial impacts resulting from a disruption of business operations; a list of strengths, weaknesses, opportunities and threats from the findings; and recommended actions for the City to take both in the near-term and long-term. The impact analysis should assess the impact on operations of the City as a result of technology not being useable; and take into consideration scenarios where the services are not available. This will facilitate determination of which City functions and services will need to be continued in the event of a disruptive event or disaster, the priority of these functions and services, and how quickly they will need to be resumed following the event. The City also seeks to have the selected vendor compare current disaster recovery capabilities to leading practices and to regulatory requirements and industry standards.

c. **Development of Business Continuity and Disaster Recovery Plan:** The developed plan should identify, at a minimum, the following: definition of a disaster including when/who/how one is declared; communication plans during a disaster;

establishment of a command center; security procedures and guidelines to follow during recovery; relevant Recovery Point Objective and Recovery Time Objectives for critical software applications; the establishment of recovery strategies based upon the gaps identified by the BIA with recommendations of resource requirements to meet relevant timelines; a testing schedule and regimen that prepares the information technology to respond to a disaster scenario (e.g. tabletop exercises and fail-over tests); and requirements for a recovery site and operations should be outlined.

General Instructions and Required Contents of Proposals

It will be the sole responsibility of the proposer to submit its proposal to the City before the closing deadline. Late proposals will not be considered and will be returned unopened to the proposer.

The City reserves the right to reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense than described in this RFP or the respondent's reply based on the component prices submitted.

The City reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the City. The City reserves the right to waive irregularities in the proposal content or to request supplemental information from proposers.

The following instructions must be followed by proposers submitting proposals:

1. The deadline for proposal submissions is April 30, 2021, 11:00 a.m. (CST). Proposals received after this deadline will not be accepted and will be returned to proposer.

2. Proposers shall submit one (1) unbound original single-sided copy on standard weight paper (no heavy weight paper), six (6) printed bound copies, and one (1) flash drive containing a PDF file of the proposal, and one (1) hard copy of the price proposal under separate covers to:

   City of La Vista - **Sealed Proposal for Development of a Business Continuity and Disaster Recovery Plan**
   Attn: Pamela A. Buethe, City Clerk
   8116 Park View Boulevard
   La Vista, NE 68128-2198

   Mailed proposals shall be clearly labeled on the outside of the packaging with the RFP Title.

At a minimum, each proposal must include the following:

Transmittal Letter and Executive Summary - The first section of the proposal should contain the transmittal letter and executive summary. The transmittal letter shall be signed by an authorized representative of the proposer such as the owner, partner, or in the case of a corporation, the President, Vice President, Secretary, or other corporate officer(s).

The transmittal letter must provide the proposer's primary contact information, including the following:

1. Name of the proposer representative
2. Title
3. Name of company
4. Address
5. Telephone number of the office of which the services will be rendered
6. E-mail address
7. Website address
8. Signature of authorized officer of the proposer
9. Contact information for the project manager

The transmittal letter shall be printed on the proposer's letterhead.

A signature on the transmittal letter hereby provides the City with the proposer's acknowledgement and acceptance of the "conditions" and the execution of same during the discharge of any succeeding contract. It shall be clearly understood that by submitting a proposal in response to this solicitation, a proposer shall be deemed to have accepted all specifications, terms, and general conditions and requirements set forth in this RFP unless otherwise clearly noted and explained in the proposer's proposal in response to this RFP.

The Executive Summary should provide a brief summary of the proposal contents, emphasizing any unique aspects or strengths of the proposal. The executive summary may be incorporated as part of the transmittal letter.

The transmittal letter and executive summary should not exceed four pages.

Company Background & Qualifications - The second section of the proposal should include a comprehensive narrative history of the proposing company or firm, including the development of its experience in providing services similar to those described in the project scope.

If a partnership with third-party companies is a part of a proposal, the company background and history shall be provided for all third-party companies. It is expected that

all points above shall be addressed for each company involved in a proposal, prime or third-party

Key Proposed Personnel and Team Organization - The third section of the proposal should include the resumes of the proposed project personnel as well as the structure of the proposed selected proposer project team. Resumes shall be specific to the actual personnel to be assigned to this project for all primary roles. Resumes shall include the following information:

1. Name and title
2. Role on the project
3. Description of project roles and responsibilities
4. Home office location
5. Listing of past projects
6. Educational background
7. Professional registrations and memberships
8. Professional certifications
9. Professional references, and
10. Additional relevant information

The City reserves the right to require that background checks be conducted on any and all individuals conducting work as either employees or independent contractors of the proposer, or who are otherwise providing services on the proposer's behalf in connection with the project including, without limitation, employees and independent contractors of any third-party companies or firms included in a proposer's proposal.

Project Roles and Responsibilities - The fourth section of the proposal should include the proposed resource levels for the City project team and selected proposer project teams, and overall division of labor for resources. Proposers shall provide resource hour estimates by task and deliverable. Resource hour estimates provided should be based on the descriptions in the project scope section.

Sub-Contracting - The fifth section of the proposal should identify any of the required services that are proposed to be sub-contracted, if any. For each of these sub-contracted services the following should be provided:

1. Summary of service
2. Reasons for sub-contracting
3. Proposed sub-contractor
4. Detailed sub-contractor responsibilities
5. Sub-contractor name
6. Sub-contractor location
7. Sub-contractor experience

8. Previous use of sub-contractor and
9. Any additional relevant information

Project Approach and Methodology - The sixth section of the proposal should include a description of the proposed approach for providing the services described in the project scope. The purpose of this summary is so that the City has a detailed understanding of the proposed solution. The narrative should be written for an audience of the end-user community, and not overly technical in nature.

Proposers should clearly identify any services or deliverables that are being proposed as complementary or that is otherwise optional. The description should include how the proposer has developed this methodology to both incorporate lessons learned from past experiences as well as to meet the needs described in the project scope.

Proposers should also include a sample project plan as part of the section.

Proposers shall describe any assumptions made in proposals in detail. These should include any assumptions related to the current City technical environment, staffing, project management approach, and City resources available during the project.

Project Schedule - The seventh section of the proposal, should include a proposed project schedule detailing major milestones, activities, and timing of deliverables. The City expects the study to be completed by June 30, 2022.

References - The eighth section of the proposal should identify the proposer's references. Proposers shall provide at least five (5) city/municipal government clients with whom the proposer has worked during the past five (5) years that are of similar size and complexity to the City.

In the event the proposer cannot provide the required five references, proposer may substitute other organizations to ensure five (5) total references are provided. Proposers shall indicate how these substitute references deviate from the requested characteristics.

Exceptions - The ninth section of the proposal should include any exception the proposer has to this RFP. Proposer should identify the areas where they feel the requested service is not available, deviates from the specific requests, or is deemed to be an unwise or unwarranted approach. The proposer will describe exceptions to the RFP and identify their impact to the City, including, but not limited to, workarounds, reductions in performance, capacity, flexibility, accuracy, and ultimately cost and value. The City reserves the right to disallow exceptions it finds are not in the best interests of the City. Any and all exceptions to the requirements of this RFP must be identified and fully explained in the submitted proposal.

It is the City's intention to be made aware of, and accept, reject or modify, any exceptions to terms or conditions prior to contract negotiations.

Miscellaneous - The tenth section should include the disclosure of any conflicts or perceived conflicts of interest including relationships with employees or elected officials of the City and identify how those conflicts will be resolved. List any previous engagements with the City, any exceptions that may limit the scope of work, and any other information you believe will be helpful in reaching a decision within the bidding process.

Price Proposal

The proposer's price proposal should be provided under separate cover from all sections of the proposer's technical proposal. The price proposal shall consist of two sections:

1. The proposer shall provide a brief statement of agreement with the payment terms identified in this RFP. If a proposer does not agree with all items, a description should be provided of those items for which exception is taken.

2. A project cost estimate based upon the proposal submitted:
    a. List hourly billing rates for positions working on the project.
    b. Estimate a "lump-sum" breakdown for each major element of the consultant's work for the project.
    c. Also, estimate a total to be billed for reimbursable expense including copies, long distance, and authorized travel.

An agreement on all fees will need to be reached as part of the contract negotiations, which will commence following approval of the recommended firm by the Mayor and City Council. If an agreement as to fees is not reached with the selected firm, another highly ranked firm will be recommended to the Mayor and City Council for approval.

Instructions and other Considerations

1. Faxes or electronic submissions, or any other media other than listed in #1 are not acceptable.

2. Any proposer may withdraw his/her proposal, either personally or by written request, at any time prior to the closing time for receipt of proposals.

3. All amendments to proposals must be signed and returned to the City Clerk with the proposal on the specified due date and time.

4. Proposals received after the scheduled closing time for receipt of proposals will be returned, unopened, to the proposer(s).

5. All proposals may be rejected if the City determines that rejection is in the public interest.

6. Questions regarding the Scope of Work received less than five business days before the proposal opening shall not be answered. Any interpretation or correction of the proposed documents will be made only by addendum, duly issued, and a copy of such addendum will be mailed or delivered to all who are known to have received a set of proposal documents. The City of La Vista is not responsible for any other explanations or interpretations of the proposed documents.

7. Any addenda will be posted on the City's website www.cityoflavista.org. Each proposer may ascertain prior to submitting his/her proposal that he/she is in receipt of all addenda issued by emailing the City Clerk at pbuethe@cityoflavista.org. Proposer shall acknowledge all addenda in accordance with the instructions on the proposal.

8. All proposal prices shall be guaranteed by the proposer to remain unchanged for a period of six months (180) days from and including the date of the proposal opening.

9. The selected firm is expected to maintain the highest level of confidentiality involving information considered such.

10. The City of La Vista retains all rights, titles to and ownership of data, material and documentation resulting from this study, and/or prepared for the City.

11. The City will not be liable for any costs incurred by the consultant in preparation of a proposal submitted in response to this RFP, in conducting a presentation or any other related activities.

Evaluation of Proposals

Proposals will be evaluated in accordance with the criteria listed below:

1. Proposal responsiveness, a clear understanding of project scope, approach and detailed work plan, including timeline.

2. Personnel assigned to this project should have experience in Business Continuity and Disaster Recovery Plans. The resume(s) of individual(s) selected to perform the project should contain a complete listing of education and experience.

3. Firm's experience and qualification in providing consulting services of similar nature and firm's experience with cities, counties, or other units of government.

4. Proposers will be evaluated on their pricing scheme as well as on their price in comparison to the other proposers, among other factors.

Finalists for interviews will be selected by a panel of city staff members. These interviews will be scheduled for the week of May 24, 2021. Proposers will be selected for interviews based on the criteria above. A final selection will be based on these criteria and the ability of the finalist to successfully negotiate a contract with the City of La Vista. If an agreement is not reached with the selected proposer, another finalist may be recommended to the Mayor and City Council for approval.

The panel will make a recommendation to the Mayor and City Council on or about June 15, 2021. Upon approval of the Mayor and City Council, the proposer(s) will be notified of the awarded proposer.

ITEM J

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 16, 2021 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – ASPHALT ROLLER AND TRAILER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared authorizing the purchase of one (1) CAT CB1.8 Asphalt Roller/Compactor and one (1) Felling FT-6 trailer, in an amount not to exceed $34,290.00.

FISCAL IMPACT

The FY21/FY22 Biennial Budget provides funding for the proposed purchase.

RECOMMENDATION

Approval

BACKGROUND

The Streets Division recently purchased a new hot box so two separate crews can go out in the spring to perform pothole repairs throughout the City. Currently, the City has an asphalt roller that is 20 years old, this roller is still mechanically sound but can be down for service more frequently due to its age. The intent with the proposed purchase is to keep the existing roller and run both rollers with each crew to expedite pothole repair work in the Spring. The trailer will be used to haul the second roller during asphalt patching operations.

The proposed asphalt roller will be purchased from NMC CAT Equipment Omaha, NE, through the Sourcewell cooperative purchasing program. The proposed trailer will be purchased from Ditch Witch Company, Omaha, NE.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) CAT CB1.8 ASPHALT ROLLER/COMPACTOR AND ONE (1) FELLING FT-6 TRAILER IN AN AMOUNT NOT TO EXCEED $34,290.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of an asphalt roller/compactor and trailer is necessary; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the proposed purchase; and

WHEREAS, the asphalt roller/compactor will be purchased from NMC CAT Equipment, Omaha, NE in an amount not to exceed $29,490.00; and

WHEREAS, the trailer will be purchased from Ditch Witch Company, Omaha, NE in an amount not to exceed $4,800.00; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the city administrator secure Council approval prior to authorizing any purchase over $5,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of one (1) CAT CB1.8 asphalt roller/compactor and one Felling FT-6 trailer in an amount not to exceed $34,290.00.

PASSED AND APPROVED THIS 16TH DAY OF MARCH 2021.

CITY OF LA VISTA

_____
Douglas Kindig, Mayor

ATTEST:

_____
Pamela A. Buethe, CMC
City Clerk

QUOTATION

11002 Sapp Bros. Dr.
Omaha, NE 68138
(800) 628-6025

QUOTATION DATE 03/03/2021
VALID UNTIL 03/31/2021
QUOTATION ID QTO056016-3

Quoted To:
City Of Lavista
8116 Park View Blvd
La Vista, NE 68128
USA

Ship To:
City Of Lavista
8110 Park View Blvd
La Vista, NE 68128-2132
USA

Invoice Account	Order Account	Customer PO	Delivery Method	Page
3767500	3767500			1 of 3

Salesperson	Phone Number	Email Address
Jim L Fischer	+14028917636	JimFischer@nmccat.com

Item Information

Machine Model: CB1.8 **Make:** Caterpillar

Machine Specification

Model: CB1.8

Description
CB1.8 03A UT COMP DCA2A
LANE 1 ORDER
SERIALIZED TECHNICAL MEDIA KIT
PACK, DOMESTIC TRUCK

Sell Price of CB1.8	29,490.00
Document Fee	0.00
Net Balance Due	**29,490.00**
Sales Tax	0.00
After Tax Balance	**29,490.00**

Notes
lead time: 30 days

includes 1st year warranty

INCLUDES:
568-8424 CB1.8 03A UTILITY COMPACTOR
564-0665 ENGINE, CAT C1.1
485-6082 MUFFLER, STD
485-6402 DRUM, STANDARD
485-6087 OIL, HYD, FACTORY FILLED
485-6089 LIGHTS, WORKING
485-6085 ROPS, FOLDABLE
485-6186 SEAT, ADJ VINYL
590-9114 PRODUCT LINK, CELLULAR PL641
485-6189 LIGHT, WARNING
485-6098 SWITCH, BATTERY, DISCONNECT
485-6196 GUARD, WORKING LIGHTS
485-6097 LIFT, SINGLE POINT
485-6081 INSTRUCTIONS, NORTH AMERICAN

CONTINUED

QUOTATION

11002 Sapp Bros. Dr.
Omaha, NE 68138
(800) 628-6025

QUOTATION DATE	03/03/2021
VALID UNTIL	03/31/2021
QUOTATION ID	QTO056016-3

Additional Terms

This Quotation is provided for general information purposes only and is not binding upon either party. No binding agreement shall exist unless or until the parties enter into a Sales Agreement under NMC's standard Sales Terms and Conditions For Equipment Sale (a copy of which is attached to this quotation). Any terms and conditions provided by Buyer are expressly rejected and any purchase order or other terms provided by Buyer shall be considered solely as internal documentation of Buyer and not legally binding upon NMC regardless of NMC's signature upon any such document.

NMC cannot guarantee availability of equipment. In addition, while NMC endeavors to provide accurate pricing in this Quotation, due to circumstances beyond NMC's control, such pricing is considered an estimate only and may be subject to change as market, supply, or other circumstances require.

TERMS AND CONDITIONS FOR EQUIPMENT SALE

The following terms and conditions form a material component of the Sales Agreement ("Agreement") between NMC and the Buyer for sale of the Equipment:

1. Definitions for this Agreement: "Buyer" is the individual or entity listed as Buyer on this Agreement's front page. "Delivery" shall occur and Equipment shall be considered "delivered" when NMC delivers the Equipment to Buyer, Buyer's agent or to the transportation company that is to transport the Equipment to Buyer, whichever occurs first. "Equipment" is the equipment listed by model and description this Agreement's front page. "NMC" is Nebraska Machinery Company or any affiliated company of Nebraska Machinery Company selling the Equipment under this Agreement.
2. Payment: Buyer shall pay NMC in full at the time Buyer signs this Agreement, unless otherwise specifically noted on this Agreement's front page.
3. Excusable Delivery Delays: In the event of a delay in delivery, the delay shall be excused when caused by events beyond NMC's reasonable control (including by way of example, but not limitation, strike, accident, transportation interruption, actions of third parties and reduction or unavailability of components or machinery at NMC's normal source of supply). If such a delay continues for a period greater than sixty (60) days, either party may, at its option, cancel this Agreement without liability (other than NMC's return of the amounts paid by Buyer on this Agreement).
4. Duration of Offer: Buyer's signature on this Agreement shall constitute an offer to buy the Equipment pursuant to this Agreement. NMC's acceptance of the offer shall be indicated by its signature on this Agreement. Buyer shall not revoke or countermand said offer for ten (10) days from the date of this Agreement; thereafter it may be countermanded or revoked by written notice to NMC until the time, if any, of NMC acceptance of this Agreement. If NMC accepts, this Agreement (and any Security Agreement and/or promissory note signed by Buyer and accepted by NMC in writing) shall constitute the entire understanding and agreement between the parties relating to the Equipment transaction.
5. Execution of Other Documents: Unless the Equipment is fully paid for in cash at or before delivery, NMC retains a Uniform Commercial Code security interest in such Equipment together with all and any substitutions, additions, accessions, sale or other proceeds, and products thereof and thereto. Buyer shall execute and deliver to NMC any evidences of indebtedness that NMC may require. Any note so taken by NMC shall evidence indebtedness only and is not payment for the Equipment.
6. Disclaimer of Warranties and Limitation of Liability: WITH REGARD TO NEW EQUIPMENT, THE APPLICABLE WARRANTY PROVIDED BY THE EQUIPMENT MANUFACTURER SHALL APPLY IN LIEU OF ANY OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IT IS UNDERSTOOD THAT UNDER NO CIRCUMSTANCES DOES NMC MAKE ANY WARRANTIES WHATSOEVER. BUYER UNDERSTANDS AND AGREES THAT ANY USED EQUIPMENT IS SOLD "AS IS" AND WITH ALL FAULTS OR DEFECTS. NMC SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (EVEN IF NMC HAS BEEN ADVISED SUCH DAMAGES ARE POSSIBLE), AND BUYER HEREBY WAIVES THEM TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW.
7. Taxes: Unless otherwise specifically stated on this Agreement's front page, quoted prices do not include sales or any other taxes. Buyer shall be responsible for and promptly pay all taxes unless NMC approves a Buyer tax-exemption certificate.
8. Insurance: At all times after delivery, the Equipment shall be the responsibility solely of Buyer, and Buyer shall assume all risks of Equipment damage, delay or loss. Buyer shall maintain and provide proper proof to NMC of insurance on the Equipment, in amounts, form, and with an insurer approved by NMC, adequate to protect NMC's interest in the Equipment until such time as Buyer fully pays for the Equipment. NMC shall be named as additional insured, co-beneficiary and loss payee on any liability insurance for Equipment for the full insurable value. Until and unless Buyer obtains and proves such insurance, NMC may in NMC's discretion insure the Equipment for NMC's benefit. In such event, Buyer shall pay NMC for insurance premiums.
9. Data: Buyer authorizes NMC, NMC affiliates, any data processor contracted with by NMC, the Equipment manufacturers and their affiliates, to access, monitor and use any data and information provided through the Equipment (including through ProductLink and/or VisionLink) or the customer relationship in accordance with their respective Privacy Policies.
10. Exportation and Other Laws: Buyer represents and warrants that in exporting any Equipment, Buyer shall at all times comply with all applicable U.S. export rules, regulations and other laws. Buyer shall also comply with any and all rules, regulations and other laws relating, in any way, to Equipment use, warnings, re-sale, dismantling and/or disposal.
11. Default, Remedies: Buyer shall be in default under this Agreement if Buyer fails to observe or perform any Buyer obligation under this Agreement, is or becomes insolvent, is or becomes the subject of a tax lien, if an individual dies or if an entity dissolves, or becomes the subject of a proceeding in bankruptcy, receivership, insolvency, or similar relief. To the extent permitted by law, if Buyer defaults, Buyer shall pay to NMC all fees and expenses incurred to enforce NMC's rights, including but not limited to court costs, attorney fees, and fees paid to other professionals, arbitrators or agencies.
12. Assignment: NMC may freely assign its rights under this Agreement. Buyer may assign rights under this Agreement only with NMC's express written consent. No such assignment shall reduce Buyer's obligations to NMC, and all Buyer obligations under this Agreement shall bind Buyer's successors and permitted assigns.
13. General: (a) This Agreement's provisions shall be deemed severable. Unenforceability of any provision shall not impair enforceability of the other provisions. (b) No course of conduct or dealing and no NMC delay or failure in exercising any right or remedy shall rescind, modify or waive any NMC right or protection under this Agreement. All consents, waivers and authorizations by Buyer are irrevocable. (c) Time is of the essence of Buyer's obligations. (d) This Agreement constitutes the final written expression of the terms of agreement between the parties in relation to this transaction and it is the complete and exclusive statement of those terms. This Agreement supersedes and merges all prior or collateral agreements, discussions and/or understandings (oral, written or of any other type) between the parties hereto. No promises, representations, warranties, inducements, covenants or undertakings not expressly set forth in this Agreement shall bind any party hereto. In the event that Buyer issues a purchase order or similar document in connection with the purchase of the Equipment, its purpose will be for Buyer's internal documentation and no terms and conditions contained within it shall act to modify or supersede this Agreement or otherwise be binding upon NMC (even if such terms state that they control over the terms of this Agreement or NMC signs such document) (e) This Agreement shall be governed by the laws of the state of Nebraska without giving effect to its conflict of laws provisions. Unless waived in writing by NMC, any action to interpret or enforce this Agreement, or otherwise pertaining to rights against Buyer or NMC encompassed by this Agreement, or concerning its negotiation, implementation or Equipment, shall be brought in a state or federal court located in Douglas County, Nebraska, the propriety of which jurisdiction is acknowledged and consented to by Buyer. As to actions pertaining to this Agreement, Buyer hereby waives any defense of inconvenient forum concerning said Nebraska court. (f) If requested by NMC, Buyer also agrees to binding arbitration in Douglas County, Nebraska, to settle any disputes, with such arbitration to be governed by the American Arbitration Association's current rules. (g) Waiver of any provision on any one occasion shall not be deemed to waive that provision on any other occasion. This Agreement may be modified or rescinded only by a written agreement signed by the party against whom the modification or rescission is sought to be enforced. (h) Buyer and, if Buyer is an entity, the individual signing for Buyer, jointly and severally warrant that said individual is authorized by Buyer to bind Buyer to this Agreement. (i) This Agreement may be executed in counterparts, all of which together shall constitute the same document.

Signed _____ Buyer

Ditch Witch UnderCon
dwundercon.com

10304 Sapp Brothers Dr
Omaha, NE 68138
402-895-2444 • 800-582-1980

Amarillo, TX
Grand Island, NE
Park City, KS
Rapid City, SD
Sioux Falls, SD

Ship To: BRANCH PICKUP

Invoice To: CITY OF LA VISTA
8116 PARKVIEW BLVD
LA VISTA NE 68128

Branch		
05 - GRETNA		
Date	Time	Page
03/04/2021	13:17:51 (O)	1
Account No.	Phone No.	Quote No.
CITY034	4023318927	Q01224
Ship Via	Purchase Order	
	TRAILER	
Tax ID No.		
MITCH SWARTZENDRUBER	Salesperson 513	

EQUIPMENT QUOTE - NOT AN INVOICE

Description	** Q U O T E ** EXPIRY DATE: 03/30/2021	Amount
18 weeks lead time		
New FELLING FT-6 TRAILER		4800.00
	Subtotal:	4800.00
Authorization: _____	Quote Total:	4800.00

Thank You For Your Business!