

LA VISTA CITY COUNCIL MEETING AGENDA
October 18, 2022
Harold “Andy” Anderson Council Chamber
La Vista City Hall
8116 Park View Blvd

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**
- **Service Award: Lucas Tiberi – 5 Years**
- **Oaths of Office – Mayor’s Youth Leadership Council**

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 October 4, 2022 City Council Meeting**
 3. **Monthly Financial Report – August 2022**
 4. **Request for Payment – Kissel, Kohout, ES Associates LLC – Professional Services – Legislative Services – \$10,192.19**
 5. **Request for Payment – City Centre Music Venue, LLC & Astro Theater, LLC – Disbursement of EDP Award Funds – \$297,711.03**
 6. **Request for Payment – Olsson, Inc – Professional Services – City Park Pavilion Testing – \$3,047.00**
 7. **Request for Payment – Olsson, Inc – Professional Services – City Park Pavilion Testing – \$5,823.50**
 8. **Request for Payment – DLR Group – Professional Services – La Vista City Centre Parking Structure 2 – \$15,251.75**
 9. **Request for Payment – DLR Group – Professional Services – La Vista City Centre Parking Structure 2 – \$17,895.07**
 10. **Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Central Park Improvements – \$1,352.00**
 11. **Request for Payment – Felsburg, Holt & Ullevig – Professional Services – Giles Road Widening – \$53,565.63**
 12. **Request for Payment – JE Dunn Construction Co – Construction Services – Central Park Pavilion and Site Improvements – \$699,873.00**
 13. **Request for Payment – Design Workshop, Inc – Professional Services – 84th Street Bridge – \$1,902.50**
 14. **Request for Payment – Nebraska Dept. of Transportation – Construction Services – Applewood Creek Trail – \$120,948.77**
 15. **Approval of Claims**
- **Reports from City Administrator and Department Heads**
- B. Conditional Use Permit – Cimarron Terrace Phase III – Lot 2 Cimarron Woods Replat 3**
1. **Public Hearing**
 2. **Resolution**
- C. Amend La Vista Municipal Code**
1. **Repeal Ordinance No. 1386 (codified as Municipal Code Sections 113.55 through 113.63)**
 2. **Ordinance – Adopt Municipal Code Sections 113.55 through 113.62**
- D. Resolution – Authorize Improvement Agreement – Nebraska Multisport Complex**
- E. General Business Occupation Taxes (“GBOT”); GBOT Revenue Note – Vicinity of 120th and Giles Road**
1. **Ordinance – Enact General Business Occupation Taxes within Designated Enhanced Employment**
 2. **Resolution – Authorizing City of La Vista Occupation Tax Revenue Note**
- F. Resolution – Adopt Business Continuity & Disaster Recovery Plan**
- G. Resolution – Approve Interlocal Agreement – Applewood Creek Trail NRD Project Reimbursement**

- H. Resolution – Authorize Amendment No. 1 – Professional Services Agreement – Special Inspections & Materials Testing**
- I. Resolution – Authorize Purchase – Proofpoint Essentials Software**
- J. Resolution – Authorize Purchase – Skid-Steer Loader**
- 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.



CITY OF LA VISTA
CERTIFICATE OF APPRECIATION

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

WHEREAS, Lucas Tiberi has served the City of La Vista since October 2, 2017; and

WHEREAS, Lucas Tiberi'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 Lucas Tiberi on behalf of the City of La Vista for 5 years of service to the City.

DATED THIS 18TH DAY OF OCTOBER 2022.

A handwritten signature in blue ink, appearing to read 'Douglas Kindig', written over a horizontal line.

Douglas Kindig, Mayor

A handwritten signature in blue ink, appearing to read 'Terrilyn Quick', written over a horizontal line.

Terrilyn Quick
Councilmember, Ward I

A handwritten signature in blue ink, appearing to read 'Kim J. Thomas', written over a horizontal line.

Kim J. Thomas
Councilmember, Ward I

A handwritten signature in blue ink, appearing to read 'Ron Sheehan', written over a horizontal line.

Ronald Sheehan
Councilmember, Ward II

A handwritten signature in blue ink, appearing to read 'Josh Frey', written over a horizontal line.

Josh Frey
Councilmember, Ward II

A handwritten signature in blue ink, appearing to read 'Deb Hale', written over a horizontal line.

Deb Hale
Councilmember, Ward III

A handwritten signature in blue ink, appearing to read 'Alan W. Ronan', written over a horizontal line.

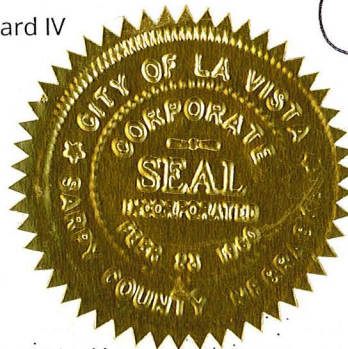
Alan W. Ronan
Councilmember, Ward III

A handwritten signature in blue ink, appearing to read 'Kelly R. Sell', written over a horizontal line.

Kelly R. Sell
Councilmember, Ward IV

A handwritten signature in blue ink, appearing to read 'Jim Frederick', written over a horizontal line.

Jim Frederick
Councilmember, Ward IV



ATTEST:

A handwritten signature in blue ink, appearing to read 'Pamela A. Buethe', written over a horizontal line.

Pamela A. Buethe, MMC
City Clerk

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MINUTE RECORD

A-2

No. 729 -- REDFIELD DIRECT E210619SKV

LA VISTA CITY COUNCIL MEETING October 4, 2022

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 October 4, 2022. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Frey, Hale, and Sell. Also in attendance were, City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Chief of Police Lausten, Director of Public Works Soucie, Director of Administrative Services Pokorny, Library Director Barcal, Recreation Director Stopak, City Engineer Dowse and Deputy Community Development Director Solberg.

A notice of the meeting was given in advance thereof by publication in the Papillion Times on September 21, 2022. 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.

PROCLAMATION – COMMUNITY PLANNING MONTH

Mayor Kindig proclaimed the month of October 2022 as Community Planning Month and presented the proclamation to Deputy Community Development Director Solberg.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE SEPTEMBER 20, 2022 CITY COUNCIL MEETING
3. REQUEST FOR PAYMENT – RDG PLANNING & DESIGN – PROFESSIONAL SERVICES – LAND USE & MARKET ANALYSIS – \$2,400.00
4. REQUEST FOR PAYMENT – RDG PLANNING & DESIGN – PROFESSIONAL SERVICES – PLACEMAKING PHASE 1 – \$24,605.42
5. REQUEST FOR PAYMENT – SAMPSON CONSTRUCTION – CONSTRUCTION SERVICES – OFFSTREET PARKING DISTRICT NO. 2, STRUCTURE NO. 2 – \$1,342,929.00
6. REQUEST FOR PAYMENT – HDR ENGINEERING – PROFESSIONAL SERVICES – PROJECT MANAGEMENT FOR PUBLIC IMPROVEMENTS – \$831.90
7. APPROVAL OF CLAIMS

ACCO UNLIMITED CORP, supplies	309.95
ACTIVE NETWORK LLC, services	44.10
AMAZON, supplies	490.64
AMERICAN HERITAGE LIFE INS, services	1,198.54
AMERICA'S FENCE STORE INC, services	1,677.58
A-RELIEF, services	103.00
ARNOLD MOTOR SUPPLY, maint.	1,472.48
AT&T MOBILITY LLC, phones	170.40
BAXTER CHRYSLER DODGE JEEP, maint.	9,679.82
BIBLIONIX LLC, media	28.36
BIG RED LOCKSMITHS, bld&grnds	35.00
BISHOP BUSINESS EQUIPMENT, services	413.44
BODY BASICS INC, services	174.00
BOSS SAFETY PRODUCTS, services	1,589.00
BOWERS, S., travel	196.00
BRITE IDEAS DECORATING, service	3,157.49
BUETHE, P., travel	97.50
BURT, Z., travel	196.00
CCAP AUTO LEASE LTD, services	1,810.40

MINUTE RECORD

No. 729 — REDFIELD DIRECT E2106195KV

October 4, 2022

CENTER POINT INC, books	430.26
CENTURY LINK/LUMEN, phones	868.05
CINTAS CORP, services	413.55
CITY OF OMAHA, services	594,121.86
CITY OF PAPIILLION, services	18,962.45
COMP CHOICE INC, services	127.50
COX COMMUNICATIONS, services	147.03
CPS HUMAN RESOURCE, supplies	583.00
CULLIGAN OF OMAHA, services	71.00
D & K PRODUCTS, supplies	2,427.20
DEARBORN NAT'L LIFE INS CO, services	8,014.14
DEMCO INC, supplies	215.03
DONALD B EIKMEIER, services	600.00
DOUGLAS COUNTY SHERIFF, services	1,087.50
ECHO GROUP INC, bld&grnds	292.00
FASTENAL CO, supplies	53.27
FUN EXPRESS LLC, services	474.80
GALE, books	206.17
GENUINE PARTS CO, maint.	46.61
GIGGLES 'N' FRIENDS, services	150.00
GOODWIN TUCKER GROUP, bld&grnds	616.00
GRAINGER, bld&grnds	390.90
GREAT PLAINS UNIFORMS, apparel	514.97
GREATAMERICA FINANCIAL, services	1,531.08
HEARTLAND BUSINESS SYSTEMS, services	413.88
HOBBY LOBBY, supplies	74.63
HOME DEPOT, bld&grnds	512.40
HY-VEE INC, services	210.00
INDUSTRIAL SALES CO, maint.	127.54
INGRAM LIBRARY SERVICES, books	3,838.71
J & J SMALL ENGINE SERVICE, maint.	170.79
JE DUNN CONSTRUCTION CO, services	591,863.00
KANOPY INC, services	163.00
KIMBALL MIDWEST, maint.	286.87
KRIHA FLUID POWER CO, maint.	278.32
LARSEN SUPPLY CO, supplies	424.56
LIBRA INDUSTRIES INC, supplies	181.84
LINCOLN NAT'L LIFE INS CO, services	6,519.96
LOGAN CONTRACTORS SUPPLY, supplies	752.41
LOGO LOGIX EMBROIDERY, apparel	466.00
MACQUEEN EQUIPMENT LLC, maint.	191.55
MALLOY ELECTRIC, bld&grnds	1,191.01
MARCO INC, services	140.87
MATHESON TRI-GAS INC, maint.	1,625.38
MEDICA INSURANCE CO, services	119,292.07
MENARDS-RALSTON, bld&grnds	899.36
METLIFE, services	1,126.48
METRO COMM COLLEGE, services	17,381.03
MUD, utilities	42,075.41
MICROFILM IMAGING SYSTEMS, services	180.00
MID-AMERICAN BENEFITS INC, services	15,040.78
MIDWEST TAPE, media	194.94
MNJ TECHNOLOGIES DIRECT, services	402.00
MONTPELIER GLOVE & SAFETY, supplies	52.33
MUNICIPAL PIPE TOOL CO, maint.	288.10
NE IOWA DOOR SERVICES, bld&grnds	653.15
NE IOWA INDL FASTENERS INC, maint.	65.10
NSG LOGISTICS, supplies	9,526.69
OFFICE DEPOT, supplies	408.99
OLSSON INC, services	2,042.50
OPPD, utilities	46,748.43

MINUTE RECORD

October 4, 2022

No. 729 — REDFIELD DIRECT E2108195KV

OMAHA TACTICAL LLC, supplies	2,578.00
OMNI ENGINEERING, services	482.70
PAPILLION SANITATION, services	1,252.82
PAYROLL MAXX, payroll & taxes	425,804.66
PETTY CASH, supplies	50.00
PITNEY BOWES, postage	1,525.99
PORT-A-JOHNS, services	420.00
PRIMA DISTRIBUTION INC, supplies	146.83
PRO TRACK & TENNIS INC, services	1,500.00
QUALITY AUTO REPAIR, services	187.00
RAINBOW GLASS & SUPPLY INC, maint.	130.00
RAMP-UP DISABILITY CONSULTING, services	18,200.00
READY MIXED CONCRETE CO, services	3,304.83
REDSHAW PAINT SUPPLY INC, services	492.19
REGAL AWARDS INC, services	31.00
RIVER CITY RECYCLING, services	157.00
ROBERT HALF, services	5,660.80
ROBERT T. HENNRICH, supplies	202.00
SARPY COUNTY COURTHOUSE, services	4,452.00
SHI INTERNATIONAL CORP, services	6,642.56
SIGN IT, services	36.00
SIRCHIE ACQUISITION CO, supplies	124.77
SITE ONE LANDSCAPE, supplies	366.92
SOUTHERN UNIFORM, apparel	808.13
SUPER SEER CORP, apparel	1,047.80
TED'S MOWER SALES, maint.	157.92
THE COLONIAL PRESS, services	111.61
THE WALDINGER CORP, bld&grnds	2,838.69
TRED-MARK COMMUNICATIONS, services	2,520.00
TRUCK CENTER COMPANIES, maint.	5,048.01
TY'S OUTDOOR POWER, services	447.98
U.S. CELLULAR, phones	1,862.88
UNITED PARCEL, services	16.19
U.S. POSTAL SERVICE, postage	2,445.92
VAL VERDE ANIMAL HOSPITAL INC, services	101.40
VERIZON WIRELESS, phones	383.75
WALMART, supplies	1,205.67
WESTLAKE HARDWARE, supplies	1,046.18
WOODHOUSE FORD-BLAIR, maint.	265.31
ZISKA, TERESA R., services	100.00

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Administrator Gunn reported that Community Development received two awards at the Nebraska Planning Conference.

City Clerk Buethe reported that she attended the Joint Public Hearing.

Director of Administrative Services Pokorny reported that a Human Resources Director has been hired.

Library Director Barcal brought in the telescope that was purchased with state aid, she thanked Public Works for the Touch a Truck event and introduced Millie Belik who spearheaded the Cake Pan Collection at the Library.

Recreation Director Stopak provided an update on upcoming events at the Community Center.

MINUTE RECORD

October 4, 2022

No. 729 — REDFIELD DIRECT E2106195KV

Chief of Police Lausten introduced Michelle Johnston, new police officer and reported on a recent domestic disturbance.

B. SETTING THE PROPERTY TAX LEVY FOR FY23

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 proposed property tax levy. Members of the public commented.

At 6:20 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Frey, Hale, and Sell. Nays: None. Abstain: None. Absent: Quick. Motion carried.

2. RESOLUTION

Councilmember Thomas introduced and moved for the adoption of Resolution No. 22-096 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA SETTING THE CITY'S PROPERTY TAX REQUEST FOR THE FISCAL YEAR 2022-2023.

WHEREAS, Nebraska Revised Statute 77-1633(4) provides that the Governing Body of the City of La Vista passes by a majority vote a resolution setting the tax request; and

WHEREAS, Public hearings were held as required by law to hear and consider comments concerning the property tax request; and

NOW THEREFORE, the Governing Body of the City of La Vista, resolves that:

1. The 2022 – 2023 property tax request be set at \$11,991,007.00.
2. The total assessed value of property differs from last year's total assessed value by 11%.
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$.485892 per \$100 of assessed value.
4. The City of La Vista proposes to adopt a property tax request that will cause its tax rate to be \$.54 per \$100 of assessed value; and
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of La Vista will exceed last year's by 21%.
6. A copy of this resolution be certified and forwarded to the Sarpy County Clerk on or before October 15, 2022.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Mayor and City council of the City of La Vista Nebraska that the property tax to be distributed as follows:

General Fund - \$11,102,784.00 (\$0.50 mill levy)

Bond Fund - \$888,223.00 (\$0.04 mill levy)

A copy of this resolution and other required documents be certified and forwarded to the County Clerk in accordance with applicable law.

NOW, THEREFORE BE IT FURTHER RESOLVED that the City Clerk is hereby directed to record below the record vote of the Governing Body in passing this Resolution, which record vote shall be incorporated into this Resolution by reference.

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

C. RESOLUTION – AUTHORIZE AGREEMENT – NATIONAL COMMUNITY SURVEY

Councilmember Sell introduced and moved for the adoption of Resolution No. 22-097 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE NATIONAL RESEARCH CENTER AT POLCO, MIDDLETON, WISCONSIN TO ADMINISTER, ANALYZE AND REPORT

MINUTE RECORD

October 4, 2022

No. 729 – REDFIELD DIRECT E2106195KV

RESULTS FROM A COMMUNITY SURVEY IN AN AMOUNT NOT TO EXCEED \$19,800.00.

WHEREAS, the Mayor and City Council have determined that The National Community Survey is integral to the City's strategic planning process; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for this survey; 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 National Research Center at Polco, Middleton, Wisconsin to administer, analyze and report results from a community survey in an amount not to exceed \$19,800.00.

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

D. RECONSIDER ACTION TAKEN SEPTEMBER 6, 2022 ON PHASE II SERVICES – 84TH STREET UNDERPASS (ICONIC FEATURE)

Council discussion was had. Councilmember Thomas motioned to reverse Resolution 22-080. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Frey, Hale, and Sell. Nays: None. Abstain: None. Absent: Quick. Motion carried.

COMMENTS FROM THE FLOOR

Terrie Russell of 7427 S. 69th Street, Christine Chubb of 7102 S. 69th Street, Richard Mannhalter of 7508 Lillian Avenue, David Johnson of 7317 S. 69th Street and Mark Williamson of 7350 S. 69th Street addressed the Council regarding street and sewer repairs and restaurant tax.

COMMENTS FROM MAYOR AND COUNCIL

There were no comments from the Mayor and Council.

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

PASSED AND APPROVED THIS 18TH DAY OF OCTOBER 2022.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Eleven Month Ending August 31, 2022
92% of the Fiscal Year 2022

A-3

Total All Funds

	Budget (12 month)	Eleven MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
OPERATING REVENUES					
General Fund	\$ 22,251,240	\$ 5,623,273	\$ 23,411,760	\$ 1,160,520	105%
Sewer Fund	4,681,710	636,224	4,721,529	39,819	101%
Debt Service Fund	3,821,553	636,040	3,861,160	39,607	101%
Capital Improvement Fund	664	1,185	10,512	9,848	1583%
Lottery Fund	1,361,363	111,744	1,208,859	(152,504)	89%
Economic Development Program Fund	143,678	8,267	19,497	(124,181)	14%
Off Street Parking Fund	32,028	3,418	40,677	8,649	127%
Redevelopment Fund	2,312,099	282,827	2,439,860	127,761	106%
Police Academy	172,058	20	229,107	57,049	133%
TIF 1A	514,534	255,433	510,865	(3,669)	99%
TIF 1B	806,735	90,324	180,647	(626,088)	22%
Sewer Reserve Fund	1,799	3	6,915	5,116	384%
Qualified Sinking Fund	1,848	182	1,458	(390)	79%
TIF 1C	—	13,320	26,640	26,640	—%
Total Operating Revenues	36,101,309	7,662,261	36,669,486	568,177	102%

OPERATING EXPENDITURES

General Fund	21,129,107	1,848,615	16,872,880	(4,256,227)	80%
Sewer Fund	4,312,258	377,621	3,433,280	(878,978)	80%
Debt Service Fund	3,458,428	18,175	3,395,539	(62,889)	98%
Capital Improvement Fund	—	—	—	—	—%
Lottery Fund	756,877	29,809	517,335	(239,542)	68%
Economic Development Program Fund	48,426	—	140,545	92,119	290%
Off Street Parking Fund	1,265,821	7,470	938,644	(327,177)	74%
Redevelopment Fund	1,560,866	4,990	1,583,388	22,522	101%
Police Academy	192,250	20,536	161,702	(30,548)	84%
TIF 1A	514,534	255,433	647,018	132,484	126%
TIF 1B	806,735	90,324	233,839	(572,896)	29%
Sewer Reserve Fund	—	—	—	—	—%
Qualified Sinking Fund	—	—	—	—	—%
TIF 1C	—	13,320	26,640	26,640	—%
Total Operating Expenditures	34,045,302	2,666,293	27,950,812	(6,094,490)	82%

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Eleven Month Ending August 31, 2022
92% of the Fiscal Year 2022

Total All Funds

	Budget (12 month)	Eleven MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
OPERATING REVENUES NET OF EXPENDITURES					
General Fund	1,122,133	3,774,659	6,538,880	5,416,747	
Sewer Fund	369,452	258,603	1,288,249	918,797	
Debt Service Fund	363,125	617,865	465,620	102,495	
Capital Improvement Fund	664	1,185	10,512	9,848	
Lottery Fund	604,486	81,935	691,523	87,037	
Economic Development Program Fund	95,252	8,267	(121,048)	(216,300)	
Off Street Parking Fund	(1,233,793)	(4,052)	(897,967)	335,826	
Redevelopment Fund	751,233	277,838	856,472	105,239	
Police Academy	(20,192)	(20,516)	67,405	87,597	
TIF 1A	—	—	(136,153)	(136,153)	
TIF 1B	—	—	(53,192)	(53,192)	
Sewer Reserve Fund	1,799	3	6,915	5,116	
Qualified Sinking Fund	1,848	182	1,458	(390)	
TIF 1C	—	—	—	—	
Operating Revenues Net of Expenditures	2,056,007	4,995,968	8,718,674	6,662,667	

**OTHER FINANCING
SOURCES & USES**

TRANSFERS IN

General Fund	407,210	—	—	(407,210)	—%
Sewer Fund	1,450,150	—	—	(1,450,150)	—%
Debt Service Fund	679,775	—	—	(679,775)	—%
Capital Improvement Fund	1,341,000	—	8,979	(1,332,021)	1%
Lottery Fund	—	—	—	—	
Economic Development Program Fund	—	—	—	—	
Off Street Parking Fund	1,233,847	—	692,491	(541,356)	56%
Redevelopment Fund	—	—	—	—	
Police Academy	—	—	—	—	
TIF 1A	—	—	—	—	
TIF 1B	—	—	—	—	
Sewer Reserve Fund	—	—	—	—	
Qualified Sinking Fund	125,000	—	—	(125,000)	—%
TIF 1C	—	—	—	—	
Total Transfers In	5,236,982	—	701,470	(4,535,512)	13%

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Eleven Month Ending August 31, 2022
92% of the Fiscal Year 2022

Total All Funds

	Budget (12 month)	Eleven MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
TRANSFERS OUT					
General Fund	(1,300,609)	—	(52,305)	1,248,304	4%
Sewer Fund	—	—	—	—	
Debt Service Fund	(1,824,013)	—	(649,165)	1,174,848	36%
Capital Improvement Fund	—	—	—	—	
Lottery Fund	(662,360)	—	—	662,360	—%
Economic Development Program Fund	—	—	—	—	
Off Street Parking Fund	—	—	—	—	
Redevelopment Fund	—	—	—	—	
Police Academy	—	—	—	—	
TIF 1A	—	—	—	—	
TIF 1B	—	—	—	—	
Sewer Reserve Fund	(1,450,000)	—	—	1,450,000	—%
Qualified Sinking Fund	—	—	—	—	
TIF 1C	—	—	—	—	
Total Transfers Out	(5,236,982)	—	(701,470)	4,535,512	13%

NET TRANSFERS

General Fund	(893,399)	—	(52,305)	841,094	6%
Sewer Fund	1,450,150	—	—	(1,450,150)	—%
Debt Service Fund	(1,144,238)	—	(649,165)	495,073	57%
Capital Improvement Fund	1,341,000	—	8,979	(1,332,021)	1%
Lottery Fund	(662,360)	—	—	662,360	—%
Economic Development Program Fund	—	—	—	—	
Off Street Parking Fund	1,233,847	—	692,491	(541,356)	56%
Redevelopment Fund	—	—	—	—	
Police Academy	—	—	—	—	
TIF 1A	—	—	—	—	
TIF 1B	—	—	—	—	
Sewer Reserve Fund	(1,450,000)	—	—	1,450,000	—%
Qualified Sinking Fund	125,000	—	—	(125,000)	—%
TIF 1C	—	—	—	—	
Total Net Transfers	—	—	—	—	

CITY OF LA VISTA, NEBRASKA
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AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Eleven Month Ending August 31, 2022
92% of the Fiscal Year 2022

	Total All Funds				
	Budget (12 month)	Eleven MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
OTHER REVENUE: BOND PROCEEDS					
Sewer Fund	4,000,000	—	—	(4,000,000)	—%
Capital Improvement Fund	—	—	—	—	
Economic Development Program Fund	3,000,000	—	3,080,000	80,000	103%
Off Street Parking Fund	12,500,000	—	13,657,391	1,157,391	109%
Redevelopment Fund	15,567,000	—	21,485,684	5,918,684	138%
Total Bond Proceeds	35,067,000	—	38,223,075	3,156,075	109%
OTHER EXPENDITURES: CIP					
Sewer Fund	5,720,000	—	228,147	(5,491,853)	4%
Capital Improvement Fund	4,306,000	216,473	914,283	(3,391,717)	21%
Off Street Parking Fund	9,500,000	496,079	3,112,430	(6,387,570)	33%
Redevelopment Fund	10,689,000	630,045	3,407,571	(7,281,429)	32%
Total Capital Improvement	30,215,000	1,342,598	7,662,431	(22,552,569)	25%
OTHER EXPENDITURES: GRANTS					
Economic Development Program Fund	8,231,882	570,800	3,487,581	(4,744,301)	42%
Total Grants	8,231,882	570,800	3,487,581	(4,744,301)	42%
NET FUND ACTIVITY					
General Fund	228,734	3,774,659	6,486,575	6,257,841	
Sewer Fund	99,602	258,603	1,060,102	960,500	
Debt Service Fund	(781,113)	617,865	(183,545)	597,568	
Capital Improvement Fund	(2,964,336)	(215,289)	(894,792)	2,069,544	
Lottery Fund	(57,874)	81,935	691,523	749,397	
Economic Development Program Fund	(5,136,630)	(562,533)	(528,629)	4,608,001	
Off Street Parking Fund	3,000,054	(500,131)	10,339,486	7,339,432	
Redevelopment Fund	5,629,233	(352,207)	18,934,585	13,305,352	
Police Academy	(20,192)	(20,516)	67,405	87,597	
TIF 1A	—	—	(136,153)	(136,153)	
TIF 1B	—	—	(53,192)	(53,192)	
Sewer Reserve Fund	(1,448,201)	3	6,915	1,455,116	
Qualified Sinking Fund	126,848	182	1,458	(125,390)	
TIF 1C	—	—	—	—	
Net Activity	(1,323,875)	3,082,571	35,791,737	37,115,612	

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AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Eleven Month Ending August 31, 2022
92% of the Fiscal Year 2022

Total All Funds

	Ending Fund Balance As of		
	9/30/2022	8/31/2022	Variance
FUND BALANCE			
General Fund	11,313,174	17,120,815	5,807,641
Sewer Fund	1,734,585	3,540,162	1,805,577
Debt Service Fund	2,506,501	3,377,168	870,667
Capital Improvement Fund	356,814	2,763,797	2,406,983
Lottery Fund	4,475,677	5,222,508	746,831
Economic Development Program Fund	104,799	4,980,864	4,876,065
Off Street Parking Fund	3,030,802	10,355,134	7,324,332
Redevelopment Fund	10,015,720	23,460,948	13,445,228
Police Academy	58,925	147,284	88,359
TIF 1A	—	—	—
TIF 1B	—	—	—
Sewer Reserve Fund	512,858	1,967,527	1,454,669
Qualified Sinking Fund	529,020	403,829	(125,191)
TIF 1C	—	—	—
Net Fund Balance	\$ 34,638,875	\$ —	\$ 73,340,037
			\$ 38,701,162

CITY OF LA VISTA, NEBRASKA
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AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
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92% of the Fiscal Year 2022

General Fund

	Budget	Eleven MTD	YTD	Over(under)	% of Budget
	(12 month)	Actual	Actual	Budget	Used
REVENUES					
Property taxes	\$ 9,840,484	\$ 3,097,435	\$ 9,323,061	\$ (517,423)	95%
Sales and use taxes	4,566,703	554,265	4,839,895	273,192	106%
Motor vehicle taxes	606,222	41,772	466,276	(139,946)	77%
Payments in Lieu of taxes	197,077	—	200,977	3,900	102%
State revenue	1,871,045	161,764	1,820,310	(50,735)	97%
Occupation and franchise taxes	2,248,828	177,260	2,576,754	327,926	115%
Licenses and permits	504,708	33,680	563,198	58,490	112%
Interest income	30,801	4,102	28,506	(2,295)	93%
Charges for services	388,671	26,101	251,967	(136,704)	65%
Grant Income	1,748,848	1,522,537	3,278,628	1,529,780	187%
Other	247,853	4,357	62,188	(185,665)	25%
Total Revenues	22,251,240	5,623,273	23,411,760	1,160,520	105%
EXPENDITURES					
Administrative Services	613,636	62,609	525,585	(88,051)	86%
Mayor and Council	238,915	17,850	170,557	(68,358)	71%
Boards & Commissions	6,335	247	1,389	(4,946)	22%
Building Maintenance	764,982	45,481	437,549	(327,433)	57%
Administration	738,737	73,502	641,698	(97,039)	87%
Police and Animal Control	5,644,591	600,459	4,903,323	(741,268)	87%
Fire	2,608,425	218,903	2,397,732	(210,694)	92%
Community Development	743,511	68,696	575,652	(167,859)	77%
Public Works	4,436,712	389,765	3,134,958	(1,301,754)	71%
Recreation	931,897	101,008	749,748	(182,149)	80%
Library	1,069,905	102,306	827,007	(242,898)	77%
Information Technology	464,863	31,112	407,078	(57,785)	88%
Human Resources	1,076,076	65,238	765,530	(310,546)	71%
Public Transportation	115,430	9,534	74,400	(41,030)	64%
Finance	603,025	30,052	431,809	(171,216)	72%
Communication	307,110	30,951	176,716	(130,394)	58%
Capital outlay	764,957	902	652,151	(112,806)	85%
Total Expenditures	21,129,107	1,848,615	16,872,880	(4,256,227)	80%
REVENUES NET OF EXPENDITURES	1,122,133	3,774,659	6,538,880	5,416,747	

CITY OF LA VISTA, NEBRASKA
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AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Eleven Month Ending August 31, 2022
92% of the Fiscal Year 2022

General Fund

	Budget (12 month)	Eleven MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
OTHER FINANCING SOURCES (USES)					
Operating transfers in (Lottery)	407,210	—	—	(407,210)	—%
Operating transfers out (DSF, OSP, CIP)	(1,300,609)	—	(52,305)	1,248,304	4%
Total other Financing Sources (Uses)	(893,399)	—	(52,305)	841,094	6%
NET FUND ACTIVITY	\$ 228,734	\$ 3,774,659	\$ 6,486,575	\$ 6,257,841	

CITY OF LA VISTA, NEBRASKA
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AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
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Sewer Fund

	Budget (12 month)	Eleven MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
User fees	\$ 4,553,306	\$ 605,660	\$ 4,472,787	\$ (80,519)	98%
Service charge and hook-up fees	123,613	29,602	223,512	99,899	181%
Miscellaneous	20	4	15,538	15,518	77692%
Total Revenues	<u>4,676,939</u>	<u>635,266</u>	<u>4,711,838</u>	<u>34,899</u>	<u>101%</u>
EXPENDITURES					
Personnel Services	665,251	65,785	513,078	(152,173)	77%
Commodities	35,356	2,180	25,088	(10,268)	71%
Contract Services	3,159,657	307,795	2,854,595	(305,062)	90%
Maintenance	39,084	1,261	22,221	(16,863)	57%
Other	34,730	—	384	(34,346)	1%
Storm Water	58,180	600	17,915	(40,265)	31%
Capital Outlay	250,000	—	—	(250,000)	—%
Debt service					
Principal	—	—	—	—	—%
Interest	70,000	—	—	(70,000)	—%
Total Expenditures	<u>4,312,258</u>	<u>377,621</u>	<u>3,433,280</u>	<u>(878,978)</u>	<u>80%</u>
OPERATING INCOME (LOSS)	<u>364,681</u>	<u>257,644</u>	<u>1,278,558</u>	<u>913,877</u>	
NON-OPERATING REVENUE					
Interest income	4,771	959	9,691	4,920	203%
INCOME (LOSS) BEFORE TRANSFERS	<u>4,771</u>	<u>959</u>	<u>9,691</u>	<u>4,920</u>	<u>203%</u>
OTHER FINANCING SOURCES (USES)					
Operating transfers in	1,450,150	—	—	(1,450,150)	—%
Operating transfers out	—	—	—	—	—%
Bond proceeds	4,000,000	—	—	(4,000,000)	—%
Capital Improvement	(5,720,000)	—	(228,147)	5,491,853	4%
Total other Financing Sources (Uses)	<u>(269,850)</u>	<u>—</u>	<u>(228,147)</u>	<u>41,703</u>	<u>85%</u>
NET INCOME (LOSS)	<u>\$ 99,602</u>	<u>\$ 258,603</u>	<u>\$ 1,060,102</u>	<u>\$ 960,500</u>	

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
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Debt Service Fund

	Budget (12 month)	Eleven MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
Property Taxes	\$ 1,009,029	\$ 316,066	\$ 951,157	\$ (57,872)	94%
Sales and use taxes	2,283,352	277,132	2,419,948	136,596	106%
Motor vehicle taxes	—	—	2,246	2,246	—%
Payments in Lieu of taxes	19,707	—	20,508	801	104%
Other (Assessments/Fire Reimbursement)	504,517	42,043	462,473	(42,044)	92%
Interest income	4,948	799	4,828	(120)	98%
Total Revenues	3,821,553	636,040	3,861,160	39,607	101%
EXPENDITURES					
Administration	25,670	—	5,178	(20,492)	20%
Fire Contract Bond	218,096	18,175	199,925	(18,171)	92%
Debt service					
Principal	2,740,000	—	2,750,000	10,000	100%
Interest	474,662	—	440,437	(34,225)	93%
Total Expenditures	3,458,428	18,175	3,395,539	(62,889)	98%
REVENUES NET OF EXPENDITURES	363,125	617,865	465,620	102,495	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (GF Hwy Alloc)	679,775	—	—	(679,775)	—%
Operating transfers out (CIP, OSP)	(1,824,013)	—	(649,165)	1,174,848	36%
Total other Financing Sources (Uses)	(1,144,238)	—	(649,165)	495,073	
NET FUND ACTIVITY	\$ (781,113)	\$ 617,865	\$ (183,545)	\$ 597,568	

CITY OF LA VISTA, NEBRASKA
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AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
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92% of the Fiscal Year 2022

Capital Improvement Program Fund

	Budget (12 month)	Eleven MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
Interest income	\$ 664	\$ 1,185	\$ 10,512	\$ 9,848	1583%
Grant income	—	—	—	—	—%
Special assessment	—	—	—	—	—%
Other income	—	—	—	—	—%
Total Revenues	664	1,185	10,512	9,848	1583%
EXPENDITURES					
Administration	—	—	—	—	—%
Other	—	—	—	—	—%
Total Expenditures	—	—	—	—	—%
REVENUES NET OF EXPENDITURES	664	1,185	10,512	9,848	
OTHER FINANCING SOURCES (USES)					
				—	
Operating transfers in (GF, DSF)	1,341,000	—	8,979	(1,332,021)	1%
Operating transfers out (DSF)	—	—	—	—	—%
Bond proceeds	—	—	—	—	—%
Capital outlay	(4,306,000)	(216,473)	(914,283)	3,391,717	21%
Total other Financing Sources (Uses)	(2,965,000)	(216,473)	(905,304)	2,059,696	31%
NET FUND ACTIVITY	\$ (2,964,336)	\$ (215,289)	\$ (894,792)	\$ 2,069,544	

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Lottery Fund

	Budget	Eleven MTD	YTD	Over(under)	% of Budget
	(12 month)	Actual	Actual	Budget	Used
REVENUES					
Lottery Rev/Community Betterment	\$ 1,000,000	\$ 86,523	\$ 887,097	\$ (112,903)	89%
Lottery Tax Form 51	347,826	24,560	300,006	(47,820)	86%
Interest income	13,537	161	17,406	3,869	129%
Miscellaneous / Other	—	500	4,350	4,350	—%
Total Revenues	1,361,363	111,744	1,208,859	(152,504)	89%
EXPENDITURES					
Professional Services	139,040	1,294	25,432	(113,608)	18%
Salute to Summer	152,182	—	135,067	(17,115)	89%
Community Events	44,924	460	26,952	(17,972)	60%
Events - Marketing	60,341	3,495	21,705	(38,636)	36%
Recreation Events	1,564	—	1,458	(106)	93%
Concert & Movie Nights	11,000	—	6,715	(4,285)	61%
State Taxes	347,826	24,560	300,006	(47,820)	86%
Total Expenditures	756,877	29,809	517,335	(239,542)	68%
REVENUES NET OF EXPENDITURES	604,486	81,935	691,523	87,037	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	—	—	—	—	
Operating transfers out (GF, SF, DSF)	(662,360)	—	—	662,360	—%
Total other Financing Sources (Uses)	(662,360)	—	—	662,360	—%
NET FUND ACTIVITY	\$ (57,874)	\$ 81,935	\$ 691,523	\$ 749,397	

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Economic Development Program Fund

	Budget (12 month)	Eleven MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
REVENUES					
Other Income (Grant Payments)	\$ 143,570	\$ 6,677	\$ 12,950	\$ (130,620)	9%
Interest income	108	1,590	6,548	6,440	6063%
Total Revenues	<u>143,678</u>	<u>8,267</u>	<u>19,497</u>	<u>(124,181)</u>	<u>14%</u>
EXPENDITURES					
Professional Services	—	—	—	—	—%
Financial / Legal Fees	500	—	76,430	75,930	15286%
Debt service: (Warrants)					
Principal	—	—	—	—	—%
Interest	47,926	—	64,115	16,189	134%
Total Expenditures	<u>48,426</u>	<u>—</u>	<u>140,545</u>	<u>92,119</u>	<u>290%</u>
REVENUES NET OF EXPENDITURES	<u>95,252</u>	<u>8,267</u>	<u>(121,048)</u>	<u>(216,300)</u>	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (GF, DSF)	—	—	—	—	—%
Operating transfers out	—	—	—	—	—%
Bond proceeds	3,000,000	—	3,080,000	80,000	103%
Community Development - Grant	(8,231,882)	(570,800)	(3,487,581)	4,744,301	42%
Total other Financing Sources (Uses)	<u>(5,231,882)</u>	<u>(570,800)</u>	<u>(407,581)</u>	<u>4,824,301</u>	<u>8%</u>
NET FUND ACTIVITY	<u>\$ (5,136,630)</u>	<u>\$ (562,533)</u>	<u>\$ (528,629)</u>	<u>\$ 4,608,001</u>	

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Off Street Parking Fund

	Budget	Eleven MTD	YTD	Over(under)	% of Budget
	(12 month)	Actual	Actual	Budget	Used
REVENUES					
Garage fees	\$ 29,000	\$ 917	\$ 32,982	\$ 3,982	114%
Interest income	3,028	2,500	7,696	4,668	254%
Total Revenues	32,028	3,418	40,677	8,649	127%
EXPENDITURES					
General & Administrative	35,480	—	157,572	122,092	444%
Professional Services	160,908	4,979	141,782	(19,126)	88%
Maintenance	15,700	2,491	8,573	(7,127)	55%
Commodities	11,000	—	6,299	(4,701)	57%
Debt service:					
Principal	710,000	—	510,000	(200,000)	72%
Interest	332,733	—	114,419	(218,314)	34%
Total Expenditures	1,265,821	7,470	938,644	(327,177)	74%
REVENUES NET OF EXPENDITURES	(1,233,793)	(4,052)	(897,967)	335,826	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (GF, DSF, RDF)	1,233,847	—	692,491	(541,356)	56%
Operating transfers out	—	—	—	—	—%
Bond proceeds	12,500,000	—	13,657,391	1,157,391	109%
Capital Improvement	(9,500,000)	(496,079)	(3,112,430)	6,387,570	33%
Total other Financing Sources (Uses)	4,233,847	(496,079)	11,237,452	7,003,605	265%
NET FUND ACTIVITY	\$ 3,000,054	\$ (500,131)	\$ 10,339,486	\$ 7,339,432	

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Eleven Month Ending August 31, 2022
92% of the Fiscal Year 2022

Redevelopment Fund

	Budget	Eleven MTD	YTD	Over(under)	% of Budget
	(12 month)	Actual	Actual	Budget	Used
REVENUES					
Sales and use taxes	\$ 2,283,352	\$ 277,132	\$ 2,419,947	136,595	106%
Occupation and franchise taxes	100	10	165	65	165%
Interest income	28,647	5,685	19,747	(8,900)	69%
Total Revenues	<u>2,312,099</u>	<u>282,827</u>	<u>2,439,860</u>	<u>127,761</u>	<u>106%</u>
EXPENDITURES					
Professional Services	175,000	4,990	172,301	(2,699)	98%
Financial / Legal Fees	36,250	—	295,021	258,771	814%
Debt service: (Warrants)				—	—%
Principal	705,000	—	705,000	—	100%
Interest	644,616	—	411,065	(233,551)	64%
Total Expenditures	<u>1,560,866</u>	<u>4,990</u>	<u>1,583,388</u>	<u>22,522</u>	<u>101%</u>
REVENUES NET OF EXPENDITURES	<u>751,233</u>	<u>277,838</u>	<u>856,472</u>	<u>105,239</u>	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	—	—	—	—	—%
Operating transfers out (OSP)	—	—	—	—	—%
Bond proceeds	15,567,000	—	21,485,684	5,918,684	138%
Capital Improvement	(10,689,000)	(630,045)	(3,407,571)	7,281,429	32%
Total other Financing Sources (Uses)	<u>4,878,000</u>	<u>(630,045)</u>	<u>18,078,113</u>	<u>13,200,113</u>	
NET FUND ACTIVITY	<u>\$ 5,629,233</u>	<u>\$ (352,207)</u>	<u>\$ 18,934,585</u>	<u>\$ 13,305,352</u>	

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Eleven Month Ending August 31, 2022
92% of the Fiscal Year 2022

Police Academy Fund

	Budget	Eleven MTD	YTD	Over(under)	% of budget
	(12 month)	Actual	Actual	Budget	Used
REVENUES					
Academy income	\$ 172,000	\$ —	\$ 228,963	\$ 56,963	133%
Interest income	58	20	144	86	249%
Other income	—	—	—	—	—%
Total Revenues	<u>172,058</u>	<u>20</u>	<u>229,107</u>	<u>57,049</u>	<u>133%</u>
EXPENDITURES					
Personnel Services	174,050	19,506	142,443	(31,607)	82%
Commodities	2,150	—	2,214	64	103%
Contract Services	11,250	895	7,910	(3,340)	70%
Other Charges	4,800	135	9,135	4,335	190%
Total Expenditures	<u>192,250</u>	<u>20,536</u>	<u>161,702</u>	<u>(30,548)</u>	<u>84%</u>
REVENUES NET OF EXPENDITURES	<u>(20,192)</u>	<u>(20,516)</u>	<u>67,405</u>	<u>87,597</u>	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (GF)	—	—	—	—	—%
Operating transfers out	—	—	—	—	—%
Total other Financing Sources (Uses)	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	
NET FUND ACTIVITY	<u>\$ (20,192)</u>	<u>\$ (20,516)</u>	<u>\$ 67,405</u>	<u>\$ 87,597</u>	

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Eleven Month Ending August 31, 2022
92% of the Fiscal Year 2022

TIF 1A Fund

	Budget	Eleven MTD	YTD	Over(under)	% of Budget
	(12 month)	Actual	Actual	Budget	Used
REVENUES					
Property Tax	\$ 514,534	\$ 255,433	\$ 510,865	(3,669)	99%
Total Revenues	<u>514,534</u>	<u>255,433</u>	<u>510,865</u>	<u>(3,669)</u>	<u>99%</u>
EXPENDITURES					
TIF Distributed Funds	509,389	255,433	647,018	137,629	127%
Contract Services	5,145	—	—	(5,145)	—%
Total Expenditures	<u>514,534</u>	<u>255,433</u>	<u>647,018</u>	<u>132,484</u>	<u>126%</u>
REVENUES NET OF EXPENDITURES	<u>—</u>	<u>—</u>	<u>(136,153)</u>	<u>(136,153)</u>	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	—	—	—	—	—%
Operating transfers out	—	—	—	—	—%
Total other Financing Sources (Uses)	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	
NET FUND ACTIVITY	<u>\$ —</u>	<u>\$ —</u>	<u>\$ (136,153)</u>	<u>\$ (136,153)</u>	

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Eleven Month Ending August 31, 2022
92% of the Fiscal Year 2022

TIF 1B Fund

	Budget	Eleven MTD	YTD	Over(under)	% of Budget
	(12 month)	Actual	Actual	Budget	Used
REVENUES					
Property Tax	\$ 806,735	\$ 90,324	\$ 180,647	(626,088)	22%
Total Revenues	<u>806,735</u>	<u>90,324</u>	<u>180,647</u>	<u>(626,088)</u>	<u>22%</u>
EXPENDITURES					
TIF Distributed Funds	798,668	90,324	233,839	(564,829)	29%
Contract Services	8,067	—	—	(8,067)	—%
Total Expenditures	<u>806,735</u>	<u>90,324</u>	<u>233,839</u>	<u>(572,896)</u>	<u>29%</u>
REVENUES NET OF EXPENDITURES	<u>—</u>	<u>—</u>	<u>(53,192)</u>	<u>(53,192)</u>	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	—	—	—	—	—%
Operating transfers out	—	—	—	—	—%
Total other Financing Sources (Uses)	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	
NET FUND ACTIVITY	<u>\$ —</u>	<u>\$ —</u>	<u>\$ (53,192)</u>	<u>\$ (53,192)</u>	

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Eleven Month Ending August 31, 2022
92% of the Fiscal Year 2022

Sewer Reserve Fund

	Budget	Eleven MTD	YTD	Over(under)	% of Budget
	(12 month)	Actual	Actual	Budget	Used
REVENUES					
Interest income	\$ 1,799	\$ 3	\$ 6,915	5,116	384%
Total Revenues	<u>1,799</u>	<u>3</u>	<u>6,915</u>	<u>5,116</u>	<u>384%</u>
EXPENDITURES					
Other	—	—	—	—	—%
Total Expenditures	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—%</u>
REVENUES NET OF EXPENDITURES	<u>1,799</u>	<u>3</u>	<u>6,915</u>	<u>5,116</u>	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	—	—	—	—	—%
Operating transfers out	(1,450,000)	—	—	1,450,000	—%
Total other Financing Sources (Uses)	<u>(1,450,000)</u>	<u>—</u>	<u>—</u>	<u>1,450,000</u>	
NET FUND ACTIVITY	<u>\$ (1,448,201)</u>	<u>\$ 3</u>	<u>\$ 6,915</u>	<u>\$ 1,455,116</u>	

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Eleven Month Ending August 31, 2022
92% of the Fiscal Year 2022

Qualified Sinking Fund

	Budget	Eleven MTD	YTD	Over(under)	% of Budget
	(12 month)	Actual	Actual	Budget	Used
REVENUES					
Interest income	\$ 1,848	\$ 182	\$ 1,458	(390)	79%
Total Revenues	<u>1,848</u>	<u>182</u>	<u>1,458</u>	<u>(390)</u>	<u>79%</u>
EXPENDITURES					
Other	—	—	—	—	—%
Total Expenditures	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—%</u>
REVENUES NET OF EXPENDITURES	<u>1,848</u>	<u>182</u>	<u>1,458</u>	<u>(390)</u>	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	125,000	—	—	(125,000)	—%
Operating transfers out	—	—	—	—	—%
Total other Financing Sources (Uses)	<u>125,000</u>	<u>—</u>	<u>—</u>	<u>(125,000)</u>	
NET FUND ACTIVITY	<u>\$ 126,848</u>	<u>\$ 182</u>	<u>\$ 1,458</u>	<u>\$ (125,390)</u>	

CITY OF LA VISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Eleven Month Ending August 31, 2022
92% of the Fiscal Year 2022

TIF 1C Fund

	Budget	Eleven MTD	YTD	Over(under)	% of Budget
	(12 month)	Actual	Actual	Budget	Used
REVENUES					
Property Tax	\$ —	\$ 13,320	\$ 26,640	26,640	—%
Total Revenues	—	13,320	26,640	26,640	—%
EXPENDITURES					
TIF Distributed Funds	—	13,320	26,640	26,640	—%
Contract Services	—	—	—	—	—%
Total Expenditures	—	13,320	26,640	26,640	—%
REVENUES NET OF EXPENDITURES	—	—	—	—	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	—	—	—	—	—%
Operating transfers out	—	—	—	—	—%
Total other Financing Sources (Uses)	—	—	—	—	
NET FUND ACTIVITY	\$ —	\$ —	\$ —	\$ —	



**Kissel, Kohout,
ES Associates LLC**

301 South 13th Street Suite 400
Lincoln, Nebraska 68508
kisselkohoutes.com
Phone: 402-476-1188
Fax: 402-476-6167

INVOICE

October 1, 2022

Inv. #UCSC-L-1022

Bill To: United Cities of Sarpy County
Brenda Gunn, City Administrator
City of LaVista
8116 Park View Blvd
LaVista, Nebraska 68128

Remit To: Joseph D. Kohout
Kissel Kohout ES Associates LLC
301 S. 13th Street, Suite 400
Lincoln, NE 68508

LEGISLATIVE SERVICES	October 1, 2022 – September 30, 2023	\$10,192.19
	\$51,000 - \$39.07 / 5 cities =	\$10,192.19
	TOTAL	\$10,192.19

DUE ON RECEIPT

THANK YOU FOR YOUR BUSINESS!

A 2% service charge per month (24% per annum) will be charged on all overdue accounts after that date.

We now accept all major credit cards as a method of payment. Please email Joe Kohout at jkohout@kisselkohoutes.com if you desire to take advantage of this option!

01.00.0019.000 Consent Agenda 10/18/22 (pb)

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 18, 2022 AGENDA**

Subject:	Type:	Submitted By:
CITY CENTRE MUSIC VENUE, LLC AND ASTRO THEATER, LLC APPLICATION FOR PAYMENT – DISBURSEMENT OF EDP AWARD FUNDS	RESOLUTION ORDINANCE RECEIVE/FILE	RITA RAMIREZ ASSISTANT CITY ADMINISTRATOR

SYNOPSIS

An application for payment of a portion of Economic Development Program (EDP) Award funds has been submitted by City Centre Music Venue, LLC and Astro Theater, LLC for work completed to date on the Astro Theater in the amount of \$297,711.03.

FISCAL IMPACT

The FY23/FY24 Biennial Budget provides funding for the EDP award for the Astro Theater project.

RECOMMENDATION

Approval.

BACKGROUND

On September 3, 2021 an Economic Development Program Agreement was executed by the City of La Vista, City Centre Music Venue, LLC and Astro Theater, LLC, authorizing an EDP award of up to \$5,500,000 to be used in conjunction with other funding sources for constructing and equipping the Astro Theater project.

Subsequently, on December 17, 2021 an Amended and Restated Disbursement Agreement was executed by all parties directing how funds, including the EDP award from the City of La Vista, would be disbursed. The agreement outlines several requirements that must be met prior to any disbursement of funds.

Construction of the Astro Theater commenced in the fall of 2021, and the City has received a ninth request for payment* of EDP funds for the project in the amount of \$297,711.03. City staff have reviewed the documentation submitted with the pay request to assure compliance with the disbursement agreement and has obtained copies of all documents required by the agreement. The City Engineer and Chief Building Official have reviewed the pay request documentation and verified that it coincides with the construction progress they have observed on site. Copies of all documentation are on file in the office of the City Clerk.

As construction progresses and additional pay requests are submitted for the remainder of the EDP award, we will continue to follow the process of ensuring that all required documentation has been received and that completed work has been verified by the City Engineer and the Chief Building Official. Subsequent to those verifications, pay requests will be placed on the Council agenda for approval.

*Note: The Application for Payment indicates this is Pay Request No. 11, however this is the ninth request for disbursement of EDP funds from La Vista. City Centre Music Venue LLC is required by the disbursement agreement to use this application for payment requests from all lending agencies as well as the City of La Vista, resulting in the requests being numbered consecutively as they are issued.

EDP Award Total	Pay Application			% of Total	Remaining Balance
	Number	Amount	Date		
\$5,500,000.00	1	\$166,420.42	2/1/22	3.03%	\$5,333,579.58
	2	\$268,288.26	2/15/22	7.90%	\$5,065,291.32
	3	\$163,869.70	3/15/22	10.88%	\$4,901,421.62
	4	\$259,549.32	4/19/22	15.6%	\$4,641,872.30
	5	\$636,290.65	5/17/22	27.17%	\$4,005,581.65
	6	\$831,300.09	7/5/22	42.29%	\$3,174,281.56
	7	\$591,062.99	8/2/22	53.03%	\$2,583,218.57
	8	\$570,800.06	9/6/22	63.41%	\$2,012,418.51
	9	\$297,711.03	10/18/22	68.82%	\$1,714,707.48

CITYVENTURES

Astro Theater Disbursement Summary

Date: 10/3/2022

Disbursement Summary			9/2/2021													Disbursements												
Date: 10/3/2022																												

EXHIBIT C
APPLICATION FOR PAYMENT

Request No. 11

Date: 10/3/2022

Amount Requested \$ 297,711.03

To: American National Bank; Petros PACE Finance Titling Trust; Farmers State Bank; City of La Vista; TitleCore National, LLC

Reference is hereby made to that certain Disbursement Agreement (the "Agreement"), dated as of [**], 2021, by and among CITY CENTRE MUSIC VENUE, LLC, a Nebraska limited liability company ("Improvement Owner"), ASTRO THEATER, LLC, a Nebraska limited liability company ("Tenant"), AMERICAN NATIONAL BANK, a national banking association ("Construction Lender"), PETROS PACE FINANCE TITLING TRUST, a Delaware statutory trust, ("PACE Lender"), FARMERS STATE BANK, a Nebraska state banking corporation ("TIF Lender"), the CITY OF LA VISTA, a Nebraska municipal corporation (the "City" and, together with Construction Lender, PACE Lender and TIF Lender, each a "Lender" and, collectively, the "Lenders"), and TITLECORE NATIONAL, LLC, a Nebraska limited liability company (the "Disbursing Agent"). Capitalized terms used and not otherwise defined herein have the meanings set forth in the Agreement.

The undersigned hereby requests the disbursement of construction funds in accordance with this request, and hereby certifies as follows:

1. The amounts requested either have been paid by the Improvement Owner or Tenant, as applicable, or are justly due to contractors, subcontractors, materialmen, engineers, architects or other persons (whose names are stated on Attachment I hereto and whose invoices are attached hereto) in accordance with the invoice(s) attached hereto who have performed necessary and appropriate work or furnished necessary and appropriate materials, equipment or furnishings in the acquisition, construction and installation of the Project.
2. All construction of the Project prior to the date hereof has been done in substantial accordance with the Plans and all funds previously disbursed by a Lender have been used for one or more purposes permitted under the Financing Agreements for such Lender.
3. The funds from the requested Advance will be used for one or more purposes permitted under the Financing Agreements.
4. Attached hereto is a completed AIA Document G702 or equivalent document, signed by the General Contractor and a list of the applicable payees if payment will be made to an entity or entities other than the General Contractor.
5. True and correct copies of the bills or invoices to be paid with the requested Advance are enclosed herewith, along with conditional lien waivers from all contractors, subcontractors and material suppliers to be paid with the requested Advance and unconditional lien waivers from all contractors, subcontractors and material suppliers paid with the proceeds of prior Advances.
6. Attached hereto is a certification by the Architect certifying that work has been completed and materials are in place as indicated by the request for payment of the General Contractor.

7. The improvements constructed as part of the Project, as completed to date, do not and, if completed in substantial accordance with the Plans, will not, violate any laws.
8. Other than liens and encumbrances permitted by the terms of the Financing Agreements, no liens of any kind have been filed against Improvement Owner, Tenant or the Project (and, to the knowledge of Improvement Owner and Tenant, no stop notice of any kind has been filed or served with respect to any construction work previously performed), or a payment or discharge bond sufficient to protect Lenders and their respective interests in the Project have been recorded as required by applicable Laws.
9. All governmental licenses and permits required for the Project, as completed to date, have been obtained and will be exhibited to Lenders upon request.

CITY CENTER MUSIC VENUE, LLC, a Nebraska limited liability company

By: 
Name:
Title:

ASTRO THEATER, LLC, a Nebraska limited liability company

By: 
Name: John Johnson
Title:

City of La Vista
8116 Park View Blvd
La Vista, NE 68128
P: (402) 331-4343
CityofLaVista.org

ECONOMIC DEVELOPMENT PROGRAM – DISBURSEMENT REQUEST FORM



Date of Request: 10/7/22 Project Name: Astro Theater – City Centre Music Venue, LLC

Project Address: Lot 13, La Vista City Centre

Request Amount: \$297,711.03

Request No.: 9

See attached for funding disbursement request details.

CITY OF LA VISTA APPROVALS

Assistant City Administrator, Rita Ramirez

☒ No Comments

☐ Comments (see below):



(Signature)

10/12/22
(Date)

City Engineer, Pat Dowse

☒ No Comments

☐ Comments (see below):

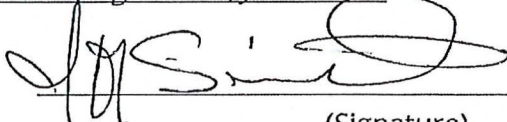

(Signature)

10/12/22
(Date)

Chief Building Official, Jeff Sinnett

☒ No Comments

☐ Comments (see below):


(Signature)

10/12/22
(Date)

Comments/Contingencies:

Approved by City Council?

☐ Yes: Date _____

☐ No

Invoice

601 P St Suite 200
 PO Box 84608
 Lincoln, NE 68501-4608
 Tel 402.474.6311, Fax 402.474.5063

olsson

August 25, 2022

Invoice No: 431724

Pat Dowse
 City Engineer
 City of La Vista NE
 8116 Park View Blvd
 La Vista, NE 68128-2198

Invoice Total	\$3,047.00
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Olsson Project # 022-03277 La Vista City Park Pavilion Testing
 Professional services rendered through August 6, 2022 for work completed in accordance with our Agreement dated June 1, 2022.

Phase 300 Concrete

Labor

	Hours	Rate	Amount
Technician	32.50	60.00	1,950.00
Totals	32.50		1,950.00
Total Labor			1,950.00

Unit Billing

Field Vehicle 1336	26.0 Miles @ 0.75	19.50
Field Vehicle 1434	86.0 Miles @ 0.75	64.50
Field Vehicle 1435	38.0 Miles @ 0.75	28.50
Field Vehicle 1313	21.0 Miles @ 0.75	15.75

Compressive Strength - Concrete

7/13/2022	5 Tests @ \$17/Test	85.00
7/13/2022	5 Tests @ \$17/Test	85.00
7/15/2022	5 Tests @ \$17/Test	85.00
7/20/2022	5 Tests @ \$17/Test	85.00
7/22/2022	5 Tests @ \$17/Test	85.00
7/28/2022	5 Tests @ \$17/Test	85.00
8/2/2022	5 Tests @ \$17/Test	85.00
Total Units		723.25

Total this Phase **\$2,673.25**

Phase 400 Project Management

Labor

	Hours	Rate	Amount
Project Manager	3.25	115.00	373.75
Totals	3.25		373.75
Total Labor			373.75

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	022-03277	La Vista City Park Pavilion Testing	Invoice	431724
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Total this Phase \$373.75

Phase 500 SWPPP

Fee

Number of internal units 0.00
 Fee Each 900.00
 Subtotal 0.00

Subtotal 0.00

Total this Phase 0.00

Billing Limits

	Current	Prior	To-Date
Total Billings	3,047.00	3,870.75	6,917.75
Limit			40,140.00
Balance Remaining			33,222.25

AMOUNT DUE THIS INVOICE \$3,047.00

Email invoices to: pdowse@cityoflavista.org.

Authorized By: Douglas Carey

OK TO PAY
 PMD 10/11/22
 16,710,917.000 - PARK 13001

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Invoice

601 P St Suite 200
 PO Box 84608
 Lincoln, NE 68501-4608
 Tel 402.474.6311, Fax 402.474.5063

olsson

September 26, 2022
 Invoice No: 434141

Pat Dowse
 City Engineer
 City of La Vista NE
 8116 Park View Blvd
 La Vista, NE 68128-2198

Invoice Total	\$5,823.50
---------------	------------

Olsson Project # 022-03277 La Vista City Park Pavilion Testing
 Professional services rendered through September 10, 2022 for work completed in accordance with our Agreement dated June 1, 2022.

Phase 100 Earthwork

Labor

	Hours	Rate	Amount
Technician	19.25	60.00	1,155.00
Totals	19.25		1,155.00
Total Labor			1,155.00

Unit Billing

Field Vehicle 1434	52.0 Miles @ 0.75	39.00	
Total Units		39.00	39.00
Total this Phase			\$1,194.00

Phase 300 Concrete

Labor

	Hours	Rate	Amount
Technician	36.00	60.00	2,160.00
Totals	36.00		2,160.00
Total Labor			2,160.00

Unit Billing

Field Vehicle 1434	65.0 Miles @ 0.75	48.75
Field Vehicle 1435	8.0 Miles @ 0.75	6.00
Field Vehicle 1336	8.0 Miles @ 0.75	6.00

Compressive Strength - Concrete

8/5/2022	5 Tests @ \$17/Test	85.00
8/10/2022	5 Tests @ \$17/Test	85.00
8/13/2022	5 Tests @ \$17/Test	85.00
8/19/2022	5 Tests @ \$17/Test	85.00
8/20/2022	5 Tests @ \$17/Test	85.00
8/25/2022	5 Tests @ \$17/Test	85.00
8/31/2022	5 Tests @ \$17/Test	85.00

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	022-03277	La Vista City Park Pavilion Testing	Invoice	434141
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8/31/2022	5 Tests @ \$17/Test	85.00	
9/1/2022	5 Tests @ \$17/Test	85.00	
9/2/2022	5 Tests @ \$17/Test	85.00	
9/8/2022	5 Tests @ \$17/Test	85.00	
9/9/2022	5 Tests @ \$17/Test	85.00	
	Total Units	1,080.75	1,080.75

Total this Phase \$3,240.75

Phase 400 Project Management

Labor

	Hours	Rate	Amount
Project Manager	4.25	115.00	488.75
Totals	4.25		488.75
Total Labor			488.75

Total this Phase \$488.75

Phase 500 SWPPP

Fee

Number of internal units	1.00		
Fee Each	900.00		
Subtotal	900.00		
Subtotal			900.00

Total this Phase \$900.00

Billing Limits

	Current	Prior	To-Date
Total Billings	5,823.50	6,917.75	12,741.25
Limit			40,140.00
Balance Remaining			27,398.75

AMOUNT DUE THIS INVOICE \$5,823.50

Outstanding Invoices

Number	Date	Balance
431724	8/25/2022	3,047.00
Total		3,047.00

OK TO PAY
PMD 10/11/22

Email invoices to: pdowse@cityoflavista.org.

16,710,917.000 - PARK 18001

Authorized By: Douglas Carey

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Invoice**DLRGROUP**

6457 Frances Street, Suite 200
Omaha, NE 68106
402-393-4100 Fax 402-393-8747

Pat Dowse
Director Public Works
City of La Vista
Email Inv: pdowse@cityoflavista.org
City of La Vista
8116 Park View Boulevard
La Vista, NE 68128-2198

October 10, 2022

Project No: 10-17105-41

Invoice No: 0209485

Project 10-17105-41 La Vista City Cntr Parking Structure2 CS

Billing Period: September 1, 2022 to September 30, 2022**Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Construction Services	198,750.00	65.00	129,187.50	119,250.00	9,937.50
Total Fee	198,750.00		129,187.50	119,250.00	9,937.50
Total Fee					9,937.50

Consultants

Olsson, Inc	5,303.93	
Total Consultants	5,303.93	5,303.93

Reimbursable Expenses

Travel Expenses-Mileage	10.32	
Total Reimbursables	10.32	10.32

Billing Limits

	Current	Prior	To-Date
Consultants	5,303.93	18,964.01	24,267.94
Limit			125,350.50
Remaining			101,082.56
Expenses	10.32	324.04	334.36
Limit			13,000.00
Remaining			12,665.64

Total this Invoice **\$15,251.75****Outstanding Invoices**

Number	Date	Balance
0208530	9/9/2022	17,895.07
Total		17,895.07

Billings to Date

	Current	Prior	Total
Fee	9,937.50	119,250.00	129,187.50
Consultant	5,303.93	18,964.01	24,267.94
Expense	10.32	324.04	334.36
Totals	15,251.75	138,538.05	153,789.80

OK TO PAY

PMD 10/11/22

15,251.0917.ccc - (MOV/SC02)

Invoice

DLRGROUP

6457 Frances Street, Suite 200
Omaha, NE 68106
402-393-4100 Fax 402-393-8747

Pat Dowse
Director Public Works
City of La Vista
Email Inv: pdowse@cityoflavista.org
City of La Vista
8116 Park View Boulevard
La Vista, NE 68128-2198

September 9, 2022

Project No: 10-17105-41

Invoice No: 0208530

Project 10-17105-41 La Vista City Cntr Parking Structure2 CS

Billing Period: August 1, 2022 to August 31, 2022**Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Construction Services	198,750.00	60.00	119,250.00	101,362.50	17,887.50
Total Fee	198,750.00		119,250.00	101,362.50	17,887.50
Total Fee					17,887.50

Reimbursable Expenses

Travel Expenses-Mileage	7.57
Total Reimbursables	7.57

Billing Limits

	Current	Prior	To-Date
Consultants	0.00	18,964.01	18,964.01
Limit			125,350.50
Remaining			106,386.49
Expenses	7.57	316.47	324.04
Limit			13,000.00
Remaining			12,675.96

Total this Invoice**\$17,895.07****Outstanding Invoices**

Number	Date	Balance
0207364	8/10/2022	14,579.21
Total		14,579.21

Billings to Date

	Current	Prior	Total
Fee	17,887.50	101,362.50	119,250.00
Consultant	0.00	18,964.01	18,964.01
Expense	7.57	316.47	324.04
Totals	17,895.07	120,642.98	138,538.05

OK TO PAY
PMD 10/11/22
15,710,917.00 - CMDU18002



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

INVOICE

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

TD2 South Dakota Office
5000 S. Minnesota Ave., 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 152972
Date 10/03/2022

Project 0171-422 CENTRAL PARK
IMPROVEMENTS

Professional Services from August 15, 2022 through September 30, 2022

Description	Contract Amount	Prior Billed	Remaining	Current Billed
Task 1 - Topographic Survey	3,500.00	3,500.00	0.00	0.00
Task 2 thru 4-Design Work except Task 2.4	39,500.00	39,500.00	0.00	0.00
Task 2.4	20,000.00	14,590.84	5,409.16	0.00
<i>Subconsultant Services - Felsburg Holt Ullevig</i>				
Task A1.1	2,600.00	2,540.00	60.00	0.00
Task A1.2 - Right of Way Documents	6,300.00	5,060.00	1,240.00	0.00
Task A1.3 - Coordinate B2E Environmental Services	1,100.00	1,110.00	-10.00	0.00
Task A1.4 - Coordinate RDG Planning/Design Services	5,500.00	3,737.50	1,612.50	150.00
Task A1.5-Prepare NPDES NOI, SWPPP Plan, and Grading Permit	2,500.00	260.00	2,240.00	0.00
Task A1.6 - Prepare Constr Plans/Specs-Srvc Drive Connection to Park View Blvd	12,000.00	12,000.00	0.00	0.00
Task A1.7-Constr Phase Srvcs - Staking/Testing/Observation/CA	75,500.00	53,549.31	20,748.69	1,202.00
Total	168,500.00	135,847.65	31,300.35	1,352.00

Invoice total 1,352.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
152972	10/03/2022	1,352.00	1,352.00				
	Total	1,352.00	1,352.00	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.

OK TO PAY
PMD 10/11/22
16,710.917.00 - PART 20001



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

INVOICE

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

September 29, 2022
 Project No: 120040-01
 Invoice No: 34919

Project 120040-01 Giles Road Widening
Professional Services for the Period: July 30, 2022 to August 31, 2022

Phase 01 Traffic Analysis

Professional Personnel

	Hours	Rate	Amount	
Principal I				
Meisinger, Mark	6.00	235.00	1,410.00	
Sr Engineer				
Denney, Adam	5.00	200.00	1,000.00	
Engineer V				
Andersen, David	5.50	185.00	1,017.50	
Engineer I				
Gwiazdowski, Kornel	45.00	105.00	4,725.00	
Intern II				
Weiss, Peyton	7.50	70.00	525.00	
Intern I				
Loseke, Thomas	3.50	60.00	210.00	
Graphic Design IV				
Topoleski, Zachary	16.75	135.00	2,261.25	
Sr Admin Assistant				
Stuchlik, Linda	5.00	120.00	600.00	
Labor	94.25		11,748.75	
Total Labor				11,748.75
Phase Sub-Total				\$11,748.75

Phase 02 Drainage Analysis

Professional Personnel

	Hours	Rate	Amount	
Principal I				
Lampe, David	12.50	235.00	2,937.50	
Meisinger, Mark	.25	235.00	58.75	
Engineer II				
DeFusco, Rebekah	1.25	120.00	150.00	
Engineer I				
Boldt, Kyle	20.50	105.00	2,152.50	
Labor	34.50		5,298.75	
Total Labor				5,298.75
Phase Sub-Total				\$5,298.75

Phase 03 Structures Analysis

Project	120040-01	Giles Road Widening	Invoice	34919
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Professional Personnel

	Hours	Rate	Amount	
Associate				
Bruckner, Michael	20.00	225.00	4,500.00	
Sr Designer				
Clark, Gregory	2.00	170.00	340.00	
James, Joseph	17.50	170.00	2,975.00	
Labor	39.50		7,815.00	
Total Labor				7,815.00
			Phase Sub-Total	\$7,815.00

Phase 04 Conceptual Roadway Design

Professional Personnel

	Hours	Rate	Amount	
Principal II				
McFadden, Matthew	4.00	260.00	1,040.00	
Principal I				
Meisinger, Mark	2.00	235.00	470.00	
Engineer V				
Thompson, Jennifer	14.00	185.00	2,590.00	
Engineer III				
Vacek, Brandon	17.25	135.00	2,328.75	
Sr Transportation Planner				
Poore, Jesse	43.00	195.00	8,385.00	
Sr Designer				
Moffatt, Brian	20.00	170.00	3,400.00	
Intern I				
Lebeda, Noah	1.50	60.00	90.00	
Labor	101.75		18,303.75	
Total Labor				18,303.75
			Phase Sub-Total	\$18,303.75

Phase 05 Environmental Review

Professional Personnel

	Hours	Rate	Amount	
Sr Env Scientist/Planner				
Sambol, Allison	9.75	195.00	1,901.25	
Env Scientist/Planner I				
Weinrich, Madeline	14.00	105.00	1,470.00	
Labor	23.75		3,371.25	
Total Labor				3,371.25
			Phase Sub-Total	\$3,371.25

Phase 06 Project Management & QA/QC

Professional Personnel

	Hours	Rate	Amount	
Principal I				
Meisinger, Mark	19.75	235.00	4,641.25	
Engineer V				
Thompson, Jennifer	4.50	185.00	832.50	
Sr Transportation Planner				
Poore, Jesse	4.00	195.00	780.00	
Graphic Design I				
Mayer, Molly	8.50	90.00	765.00	
Labor	36.75		7,018.75	
Total Labor				7,018.75

Project	120040-01	Giles Road Widening	Invoice	34919
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Phase Sub-Total	\$7,018.75
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Phase	ODC	Direct Expenses
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Reimbursable Expenses

Mileage		9.38	
Total Reimbursables		9.38	9.38

Phase Sub-Total	\$9.38
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Contract Limits

	Current	Prior	To-Date
Total Billings	53,565.63	99,904.16	153,469.79
Contract Maximum			200,000.00
Remaining Contract			46,530.21

TOTAL AMOUNT DUE	\$53,565.63
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Billed-To-Date Summary

	Current	Prior	Total
Labor	53,556.25	83,986.25	137,542.50
Subconsultant	0.00	14,000.00	14,000.00
Expense	9.38	1,917.91	1,927.29
Totals	53,565.63	99,904.16	153,469.79

OK TO PAY

PMO 10/11/22

OF 71,0917.000 - STRT 17003

Project Manager	Mark Meisinger
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APPLICATION AND CERTIFICATE FOR PAYMENT

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

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

APPLICATION NO.: 4
PERIOD TO : 09-30-2022
PROJECT NOS.: 21046300
INVOICE NO.: 21046300004

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

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

ARCHITECT: Bruce Niedermeyer
RDG Planning & Design
1302 Howard Street
Omaha, NE 68102

CONTRACT DATE : 05-10-2022

CONTRACT FOR: Central Park Pavilion and Site Improvements

APPLICATION AND CERTIFICATE FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	15,955,803
2. Net change by change orders	\$	0
3. CONTRACT SUM TO DATE (Line1 +/- 2)	\$	15,955,803
4. TOTAL COMPLETED & STORED TO DATE	\$	2,523,135

(Column G on G703)

5. RETAINAGE:

(Total retainage Column I of G703)	\$	196,139
6. TOTAL EARNED LESS RETAINAGE	\$	2,326,996

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)	\$	1,627,122
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8. CURRENT PAYMENT DUE	\$	699,873
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9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	13,628,807
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CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner		0	0
APPROVED THIS MONTH			
Number	Date Approved		
Current Total:		0	0
Net Change by Change Orders			0

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

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

Contractor: J.E. Dunn Construction Company

By: John Dosh Date: 10.4.2022

State of: Nebraska

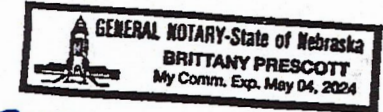
County of: Sarpy

Subscribed and sworn to before

me this 4th day of October 2022

Notary Public: [Signature]

My Commission expires: May 4, 2024

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED.....\$ 699,873.00

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

ARCHITECT: Bruce Niedermeyer

By: Bruce Niedermeyer Date: 10/04/22

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

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE NW WASHINGTON DC 20006

OK TO PAY
PMD 10/11/22
16.71.0917.000 - PARK 18001

J.E. Dunn Construction Company

CONTINUATION SHEET AIA DOCUMENT G703

Page: 2

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulation below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 4

APPLICATION DATE: 10-03-2022

INVOICE NO.:

PERIOD TO: 09-30-2022

21046300004

PROJECT NO: 21046300

A	B	C			D		E		F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED (D+E)		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER-%(G/C)	BALANCE TO FINISH	RETAINAGE		
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD							
01	PRECONSTRUCTION												
		14,300	0	14,300	14,300	0	0	14,300	100	0	0		
	PRECONSTRUCTION Total:	14,300	0	14,300	14,300	0	0	14,300	100	0	0		
02	GENERAL CONDITIONS												
		1,045,767	-9,862	1,035,905	153,983	61,191	0	215,173	21	820,732	0		
	GENERAL CONDITIONS Total:	1,045,767	-9,862	1,035,905	153,983	61,191	0	215,173	21	820,732	0		
03	PERMITS, BONDS, & INSURANCE												
		308,977	0	308,977	270,727	0	0	270,727	88	38,250	0		
	PERMITS, BONDS, & INSURANCE Total:	308,977	0	308,977	270,727	0	0	270,727	88	38,250	0		
04	DIRECT COSTS												
02330	Earthwork	337,026	9,862	346,888	213,207	30,535	0	243,742	70	103,146	24,374		
02455	Pipe Piles	0	157,748	157,748	156,050	0	0	156,050	99	1,698	15,605		
02500	Site Utilities	679,094	15,302	694,396	0	0	0	0	0	694,396	0		
02790	Athletic Surfacing	96,311	-65,285	31,026	0	0	0	0	0	31,026	0		
02810	Lawn Sprinklers	62,140	147,680	209,820	0	0	0	0	0	209,820	0		
02815	Fountain Allowance	336,300	0	336,300	0	0	0	0	0	336,300	0		
02833	Retaining Wall	339,000	0	339,000	0	0	0	0	0	339,000	0		
02900	Landscaping	135,400	75,383	210,783	0	0	0	0	0	210,783	0		
03330	CIP Concrete	4,002,844	-173,050	3,829,794	694,728	402,147	0	1,096,875	29	2,732,919	109,688		
04210	Masonry	859,200	0	859,200	0	0	0	0	0	859,200	0		
05100	Structural Steel	616,500	45,500	662,000	162,809	210,329	0	373,138	56	288,862	37,314		
05700	Railings	677,665	0	677,665	0	0	0	0	0	677,665	0		
06199	Rough Carpentry	159,565	0	159,565	0	0	0	0	0	159,565	0		
06299	Finish Carpentry	37,037	0	37,037	0	0	0	0	0	37,037	0		
07100	Waterproofing	74,384	203,814	278,198	0	0	0	0	0	278,198	0		
07410	Roofing	181,000	4,518	185,518	0	0	0	0	0	185,518	0		
074104	Metal Wall Panels	215,148	0	215,148	0	0	0	0	0	215,148	0		
07460	Siding	27,096	0	27,096	0	0	0	0	0	27,096	0		
07900	Joint Sealants	19,051	-8,965	10,086	0	0	0	0	0	10,086	0		
08110	Doors & Hardware	115,922	-13,354	102,568	0	0	0	0	0	102,568	0		
08330	Coiling Doors	25,718	0	25,718	0	0	0	0	0	25,718	0		
08400	Glazing	135,180	0	135,180	0	1,650	0	1,650	1	133,530	165		
09250	Framing & Drywall	96,421	79,400	175,821	0	7,500	0	7,500	4	168,321	750		
09300	Flooring	83,180	-4,518	78,662	0	0	0	0	0	78,662	0		
09900	Painting	98,705	-50,305	48,400	0	0	0	0	0	48,400	0		
10199	Specialties	27,636	0	27,636	0	0	0	0	0	27,636	0		

J.E. Dunn Construction Company

CONTINUATION SHEET AIA DOCUMENT G703

Page: 3

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

APPLICATION NUMBER: 4

APPLICATION DATE: 10-03-2022

PERIOD TO: 09-30-2022

PROJECT NO: 21046300

INVOICE NO.: 21046300004

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			E WORK COMPLETED (D+E)		F MATERIAL PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	PER- %(G/C)	H BALANCE TO FINISH	I RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
10800	Site Furnishings	447,280	-176,303	270,977	0	0	0	0	0	270,977	0
11600	Food Service Equipment	504,142	0	504,142	0	0	0	0	0	504,142	0
12510	Boardwalk	390,947	-45,500	345,447	0	0	0	0	0	345,447	0
15400	Plumbing & HVAC	1,228,350	0	1,228,350	24,396	36,653	0	61,049	5	1,167,301	6,105
16000	Electrical	1,549,371	0	1,549,371	21,391	0	0	21,391	1	1,527,980	2,139
35000	Escalation Allowance	192,065	-192,065	0	0	0	0	0	0	0	0
	DIRECT COSTS Total:	13,749,678	9,862	13,759,540	1,272,581	688,814	0	1,961,395	14	11,798,145	196,139
05	CONTINGENCY	447,515	0	447,515	0	0	0	0	0	447,515	0
	CONTINGENCY Total:	447,515	0	447,515	0	0	0	0	0	447,515	0
06	FEE	389,566	0	389,566	42,790	18,750	0	61,540	16	328,026	0
	FEE Total:	389,566	0	389,566	42,790	18,750	0	61,540	16	328,026	0
	Total:	15,955,803	0	15,955,803	1,754,380	768,755	0	2,523,135	16	13,432,668	196,139
	Project Total:	15,955,803	0	15,955,803	1,754,380	768,755	0	2,523,135	16	13,432,668	196,139

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT
THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE NW WASHINGTON DC 20006

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

Approved to pay
BF 10/11/22
16.71.0917-STRT17005

October 3, 2022

Invoice No: 0072152

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

Current Invoice Total	\$1,902.50
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Project 006605.00 La Vista - 84th Street Bridge

Professional Services from September 1, 2022 to September 30, 2022

Task 001 1.1 Preliminary Design

Fee

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
Design Workshop	18,400.00	96.6033	17,775.00	17,775.00	0.00
Consultant	1,500.00	0.00	0.00	0.00	0.00
Reimbursable Expenses	2,000.00	5.45	109.00	109.00	0.00
Total Fee					0.00
Total this Task					0.00

Task 002 1.2 Final Design

Fee

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
Design Workshop	27,600.00	0.00	0.00	0.00	0.00
Consultant	3,000.00	0.00	0.00	0.00	0.00
Reimbursable Expenses	2,000.00	0.00	0.00	0.00	0.00
Total Fee					0.00
Total this Task					0.00

Task 003 2.0 Civil and Structural

Fee

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
Schemmer	152,270.00	32.7502	49,868.75	47,966.25	1,902.50
Reimbursable Expenses	2,000.00	0.00	0.00	0.00	0.00
Total Fee					1,902.50

DESIGNWORKSHOP

Aspen • Austin • Chicago • Denver • Houston • Lake Tahoe • Los Angeles • Raleigh
1390 Lawrence Street, Suite 100, Denver, Colorado 80204 • 303.623.5186 • 303.623.2260 (fax)

Project	006605.00	La Vista - 84th Street Bridge	Invoice	0072152
			Total this Task	\$1,902.50
			Total this Invoice	<u>\$1,902.50</u>

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

DESIGNWORKSHOP

Aspen • Austin • Chicago • Denver • Houston • Lake Tahoe • Los Angeles • Raleigh
 1390 Lawrence Street, Suite 100, Denver, Colorado 80204 • 303.623.5186 • 303.623.2260 (fax)

INVOICE

A-14

TO: CITY OF LAVISTA
8116 PARK VIEW BLVD

LAVISTA NE 68128 2198

Billing Address:

Nebraska Department of Transportation
c/o Controller Division
1500 Hwy 2
PO Box 94759
Lincoln NE 68509-4759

DATE
10-05-2022

ACCOUNT NUMBER
L2075

INVOICE NUMBER
0646381

COST DESCRIPTION

COST

PROJECT NO. TAP 77(61)
CONTROL NO. 22757
AGREEMENT NO. BM1802
APPLEWOOD CREEK TRAIL

SEE ATTACHED FOR DETAILS

AMOUNT DUE THIS INVOICE \$ 120,948.77

120,948.77

OK TO PAY
PMD 10/14/22
05.71.0917.000 - PARK 19001

CONTACT M BOHUSLAVSKY AT 402-479-4305 WITH ANY QUESTIONS

PREPARED BY:
M BOHUSLAVSKY

DESCRIPTION:
TAP 77(61)

PAY THIS AMOUNT
120,948.77

DETACH THIS PORTION AND RETURN WITH A PAYMENT

Make checks payable to & Mail to:

Nebraska Dept. of Transportation
c/o Controller Division
PO Box 94759
Lincoln NE 68509-4759

LAVISTA/CITY OF

CUSTOMER NAME

10-05-2022

DATE OF INVOICE

TERMS

This amount is due
upon receipt of this
invoice

INVOICE NUMBER
0646381

ACCOUNT NUMBER
L2075

AMOUNT
120,948.77

User: mgustafson

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
2195(E)	09/30/2022	ACTIVE NETWORK LLC	37.95	N
2196(E)	09/30/2022	MID-AMERICAN BENEFITS INC	1,097.40	N
138058	10/05/2022	HDR ENGINEERING INC	831.90	N
138059	10/05/2022	RDG PLANNING & DESIGN	27,005.42	N
138060	10/05/2022	SAMPSON CONSTRUCTION CO., INC	1,342,929.00	N
2194(E)	10/07/2022	US BANK NATIONAL ASSOCIATION	16,091.12	N
2197(E)	10/13/2022	ACTIVE NETWORK LLC	46.59	N
2198(E)	10/13/2022	CENTURY LINK/LUMEN	192.56	N
2199(E)	10/13/2022	FNIC	291,903.25	N
2200(E)	10/13/2022	GREAT PLAINS COMMUNICATION	777.60	N
2201(E)	10/13/2022	MID-AMERICAN BENEFITS INC	2,580.82	N
2202(E)	10/13/2022	NE DEPT OF REVENUE-SALES TAX	60.83	N
2203(E)	10/13/2022	PAYROLL MAXX	407,663.61	N
2204(E)	10/13/2022	PITNEY BOWES-EFT POSTAGE	50.00	N
2205(E)	10/13/2022	ROBERT HALF	5,094.72	N
138061	10/13/2022	UNITED STATES POSTAL SERVICE	1,511.73	N
2206(A)	10/18/2022	ABM INDUSTRIES, INC	9,897.66	N
2207(A)	10/18/2022	CITY OF PAPILLION - MFO	240,674.00	N
2208(A)	10/18/2022	SHI INTERNATIONAL CORP.	8,354.10	N
138062	10/18/2022	1000 BULBS	516.86	N
138063	10/18/2022	3CMA MEMBERSHIP	400.00	N
138064	10/18/2022	AED ZONE	20.00	N
138065	10/18/2022	AMAZON CAPITAL SERVICES, INC.	2,112.90	N
138066	10/18/2022	BACON LETTUCE CREATIVE	2,960.00	N
138067	10/18/2022	BAUER BUILT INC	100.00	N
138068	10/18/2022	BELLEVUE LIBRARY FOUNDATION INC	1,250.00	N
138069	10/18/2022	BOOT BARN	150.00	N
138070	10/18/2022	BRODERSEN, CALE	71.76	N
138071	10/18/2022	CARROT-TOP INDUSTRIES INC	698.53	N
138072	10/18/2022	CINTAS CORPORATION NO. 2	2,182.10	N
138073	10/18/2022	COMP CHOICE INC	186.50	N
138074	10/18/2022	CORNHUSKER INTL TRUCKS INC	172.94	N
138075	10/18/2022	COX COMMUNICATIONS, INC.	467.15	N
138076	10/18/2022	CULLIGAN OF OMAHA	34.50	N
138077	10/18/2022	D & K PRODUCTS	9,202.45	N
138078	10/18/2022	DATASHIELD CORPORATION	20.00	N
138079	10/18/2022	DELGADO, GARRETT	93.50	N
138080	10/18/2022	DELL MARKETING L.P.	2,263.03	N
138081	10/18/2022	DOWSE, PATRICK	93.50	N
138082	10/18/2022	ENTERPRISES INC	497.98	N
138083	10/18/2022	EYMAN PLUMBING INC	273.25	N
138084	10/18/2022	FEDEX	12.43	N
138085	10/18/2022	FIKES COMMERCIAL HYGIENE LLC	62.00	N
138086	10/18/2022	FITZGERALD SCHORR BARMETTLER	24,494.10	N
138087	10/18/2022	FOSTER, TERRY	93.50	N
138088	10/18/2022	FOUNTAIN, BRUCE	218.75	N
138089	10/18/2022	GENERAL FIRE & SAFETY EQUIP CO	1,700.00	N

User: mgustafson

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
138090	10/18/2022	GENUINE PARTS COMPANY-OMAHA	59.02	N
138091	10/18/2022	GUARDIAN ALLIANCE TECHNOLOGIES INC	540.00	N
138092	10/18/2022	INGRAM LIBRARY SERVICES	464.95	N
138093	10/18/2022	J & J SMALL ENGINE SERVICE	440.63	N
138094	10/18/2022	JENSEN TIRE AND AUTO #11	92.15	N
138095	10/18/2022	K ELECTRIC	3,157.76	N
138096	10/18/2022	KANOPY, INC.	142.00	N
138097	10/18/2022	KRIHA FLUID POWER CO INC	396.45	N
138098	10/18/2022	LARSEN SUPPLY COMPANY	400.16	N
138099	10/18/2022	LIBRA INDUSTRIES INC	70.00	N
138100	10/18/2022	LOGAN CONTRACTORS SUPPLY	122.25	N
138101	10/18/2022	LOGO LOGIX EMBROIDERY & SCREEN	23.00	N
138102	10/18/2022	LOWE'S CREDIT SERVICES	114.94	N
138103	10/18/2022	LUCAS COLOR CARD	1,004.00	N
138104	10/18/2022	MACQUEEN EQUIPMENT LLC	76.72	N
138105	10/18/2022	MARTIN ASPHALT - MONARCH OIL	316.00	N
138106	10/18/2022	MATHESON TRI-GAS INC	281.29	N
138107	10/18/2022	MAX I WALKER UNIFORM & APPAREL	10.15	N
138108	10/18/2022	MENARDS-RALSTON	405.39	N
138109	10/18/2022	METRO AREA TRANSIT	959.00	N
138110	10/18/2022	MIDWEST TAPE	222.61	N
138111	10/18/2022	MIDWEST TURF & IRRIGATION	8.13	N
138112	10/18/2022	MSC INDUSTRIAL SUPPLY CO	902.55	N
138113	10/18/2022	NEBRASKA LAW ENFORCEMENT	150.00	N
138114	10/18/2022	NEBRASKA LIBRARY COMMISSION	1,717.00	N
138115	10/18/2022	NEBRASKALAND TIRE, INC.	281.00	N
138116	10/18/2022	NEWSBANK	3,892.00	N
138117	10/18/2022	NORTON, JODI	229.62	N
138118	10/18/2022	NPZA-NE PLANNING/ZONING ASSN	105.00	N
138119	10/18/2022	O'REILLY AUTO PARTS	966.70	N
138120	10/18/2022	OFFICE DEPOT INC	357.97	N
138121	10/18/2022	OMNI ENGINEERING	310.85	N
138122	10/18/2022	ON YOUR MARKS INC	988.95	N
138123	10/18/2022	ONE CALL CONCEPTS INC	292.98	N
138124	10/18/2022	OVERDRIVE (FORMERLY RECORDED BOOKS)	800.00	N
138125	10/18/2022	PAPILLION SANITATION	366.80	N
138126	10/18/2022	PLUTA, DON	98.50	N
138127	10/18/2022	RDG PLANNING & DESIGN	200.00	N
138128	10/18/2022	REACH SPORTS MARKETING GROUP, INC.	700.00	N
138129	10/18/2022	READY MIXED CONCRETE COMPANY	1,725.68	N
138130	10/18/2022	REGAL AWARDS INC.	18.00	N
138131	10/18/2022	RIVER CITY RECYCLING	400.00	N
138132	10/18/2022	RTG BUILDING SERVICES INC	6,665.00	N
138133	10/18/2022	SAMPELL, JAMES	93.50	N
138134	10/18/2022	SARPY COUNTY SHERIFF'S OFFICE	5,000.00	N
138135	10/18/2022	SCARPA, DAN	93.50	N
138136	10/18/2022	SCHAEWE, ZACHARY	93.50	N

User: mgustafson

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
138137	10/18/2022	SCHLEGEL, JEREMY	93.50	N
138138	10/18/2022	SIGN IT	60.00	N
138139	10/18/2022	SINNETT, JEFF	218.75	N
138140	10/18/2022	SITE ONE LANDSCAPE SUPPLY LLC	1,123.80	N
138141	10/18/2022	SOLBERG, CHRISTOPHER	330.41	N
138142	10/18/2022	SOUKIE, JOSEPH H JR	93.50	N
138143	10/18/2022	SUBURBAN NEWSPAPERS INC	960.12	N
138144	10/18/2022	THE COLONIAL PRESS, INC	11,695.52	N
138145	10/18/2022	THE PENWORTHY COMPANY	429.04	N
138146	10/18/2022	THE SCHEMMER ASSOCIATES INC	2,482.50	N
138147	10/18/2022	THE WALDINGER CORPORATION	972.00	N
138148	10/18/2022	TORNADO WASH LLC	210.00	N
138149	10/18/2022	TRADE WELL PALLET INC	220.00	N
138150	10/18/2022	TRANS UNION RISK AND ALT. DATA SOL.	75.00	N
138151	10/18/2022	UNITE PRIVATE NETWORKS LLC	4,400.00	N
138152	10/18/2022	VERIZON WIRELESS	365.69	N
138153	10/18/2022	VOIANCE LANGUAGE SERVICES, LLC	25.00	N
138154	10/18/2022	WESTLAKE HARDWARE INC NE-022	198.91	N
112	CHECKS PRINTED	TOTAL CLAIM AMOUNT:	\$2,466,857.43	0

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
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APPROVED BY COUNCIL MEMBERS ON: 10/18/2022

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 18, 2022 AGENDA**

Subject:	Type:	Submitted By:
CONDITIONAL USE PERMIT – CIMARRON TERRACE PHASE III LOT 2 CIMARRON WOODS REPLAT THREE RECEIVE/FILE	◆ RESOLUTION ORDINANCE	CHRISTOPHER SOLBERG, AICP DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and a resolution has been prepared to approve a Conditional Use Permit (CUP) for the third phase of a multi-family residential development, generally located southwest of 96th and Harrison Street.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval of a Conditional Use Permit for Lot 2, Cimarron Woods Replat Three, subject to satisfactory approval by the City's Design Review Architect.

BACKGROUND

The applicant, Pedcor Investments, LLC, wishes to construct the third and final phase of their Cimarron Terrace multi-family residential development, generally located southwest of 96th and Harrison Street. Phase III consists of an additional 7 apartment buildings as part of the Cimarron Terrace Apartments (buildings 8-14). The buildings would include a total of 138 apartment units (including 1, 2, and 3-bedroom units), 72 attached or detached garages, and amenities including a playground and community garden.

HISTORY

On March 16, 2010, City Council approved applications for the Final PUD, Final Plat, Subdivision Agreement, and Conditional Use Permit for the construction and operation of the Cimarron Terrace Apartments consisting of 276 units (14 buildings).

On October 19, 2011, the City Council approved the CUP for Lot 380, which authorized the construction of Phase I of Cimarron Terrace. The first phase had 84 units in five buildings, 64 garages, and a clubhouse.

The original PUD plan noted that the construction would take place in two phases with the second phase consisting of an additional 192 units. However, due to funding constraints from Nebraska Investment Finance Authority (NIFA), Phase II was split into two separate phases. Phase II, which was approved by

City Council on August 16, 2011, consisted of the construction of 48 additional units in two buildings, 16 attached garages and 12 detached garages, in addition to the surface parking stalls.

A CUP for Phase III as proposed consists of an additional 7 apartment buildings as part of the Cimarron Terrace Apartments (buildings 8-14). The buildings would include a total of 138 apartment units (including 1, 2, and 3-bedroom units), 72 attached or detached garages, and amenities such as a playground and community garden.

The proposal is in generally consistent with the Final PUD plan as approved by the City Council, with the only difference consisting of a reduction in the number of units of this phase from 144 to 138 and a corresponding reduction in the number of garages.

A detailed staff report is attached.

The La Vista Planning Commission held a public hearing on September 1, 2022 and by a vote of 5 in favor to 2 against, recommended approval of the Conditional Use Permit for the Cimarron Terrace Apartments Phase 3, subject to satisfaction of all applicable requirements, as the request is consistent with La Vista's Comprehensive Plan and Zoning Ordinance.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR PEDCOR INVESTMENTS, LLC FOR A MULTIPLE FAMILY RESIDENTIAL DEVELOPMENT ON LOT 2 CIMARRON TERRACE REPLAT THREE.

WHEREAS, Pedcor Investments, LLC, has applied for approval of a Conditional Use Permit for the construction and operation of multiple family dwellings (apartments) on Lot 2 Cimarron Terrace Replat Three, generally located southwest of the intersection of S 96th Street and Harrison Street; and

WHEREAS, the La Vista Planning Commission reviewed the application on September 1, 2022 and recommends approval; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the Conditional Use Permit for such purposes.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, with such modifications that the City Administrator or City Attorney may determine necessary or advisable, for Pedcor Investments, LLC to allow for the construction and operation of multiple family dwellings on Lot 2 Cimarron Terrace Replat Three.

PASSED AND APPROVED THIS 18TH DAY OF OCTOBER 2022.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, MMC
City Clerk



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

CASE NUMBERS: PCUP22-0003;

FOR HEARING ON: OCTOBER 18, 2022
REPORT PREPARED ON: OCTOBER 7, 2022

I. GENERAL INFORMATION

A. APPLICANT(S):

Pedcor Investments, LLC
Attn: Turner Lesnick
770 3rd Ave, SW
Carmel, IN 46032

B. PROPERTY OWNERS:

Pedcor Investments, LLC
Attn: Turner Lesnick
770 3rd Ave, SW
Carmel, IN 46032

C. LOCATION: Southeast of the roundabout at the intersection of S 99th Street, Josephine Avenue, and Josephine Street, generally southwest of the intersection of S 96th Street and Harrison Street.

D. LEGAL DESCRIPTION: Lot 2 Cimarron Woods Replat 3.

E. REQUESTED ACTION(S): Approval of a Conditional Use Permit for Phase 3 of the Cimarron Terrace Apartments to allow for the construction and operation of seven additional multiple-family dwellings with 138 units.

F. EXISTING ZONING AND LAND USE: R-3 High-Density Residential, Planned Unit Development (Overlay District), Gateway Corridor District (Overlay District), and Sub-Area Secondary Overlay ("Special Corridor" Overlay District). This property is currently vacant.

G. PURPOSE OF REQUEST: Applicant is seeking to construct an additional 7 apartment buildings as part of the Cimarron Terrace Apartments (buildings 8-14). The buildings would include a total of 138 apartment units (including 1, 2, and 3-bedroom units), 72 attached or detached garages, and amenities such as a playground and community garden.

H. SIZE OF SITE: Approximately 12.05 acres.

II. BACKGROUND INFORMATION

A. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

<u>Direction From Subject Property</u>	<u>Future Land Use Designation</u>	<u>Current Zoning Designation</u>	<u>Surrounding Development</u>
North	High-Density Residential	R-3 High-Density Residential, PUD, Gateway Corridor District (Overlay District), and Sub-Area Secondary Overlay (Special Corridor Overlay District)	Cimarron Terrace Apartments Phases 1 and 2
East	Medium-Density Residential	R-1 Single-Family Residential; Some parcels include the Gateway Corridor District (Overlay District) and Sub-Area Secondary Overlay (Special Corridor Overlay District)	Southwind II Neighborhood
South	Medium-Density Residential; Parks & Recreation	R-1 Single-Family Residential	Cimarron Woods East Neighborhood
West	Medium-Density Residential; Parks & Recreation	R-1 Single-Family Residential	Cimarron Woods West Neighborhood

B. RELEVANT CASE HISTORY:

1. On March 16, 2010, City Council approved applications for the Final PUD, Final Plat, Subdivision Agreement, and Conditional Use Permit for the construction and operation of the Cimarron Terrace Apartments.
2. On October 19, 2010, City Council approved an amendment to the Conditional Use Permit to allow for the construction of the Cimarron Terrace Apartments to occur in phases (among other changes). The first phase was constructed and included 84 units and 64 garages.
3. On August 16, 2011, City Council approved a Conditional Use Permit for the second phase of the Cimarron Terrace Apartments which was constructed to include an additional 48 apartment units between two buildings and 28 garages.

C. APPLICABLE REGULATIONS:

1. Section 5.08 of the City of La Vista Zoning Ordinance – R-3 High Density Residential
2. Section 5.15 of the City of La Vista Zoning Ordinance – PUD Planned Unit Development District (Overlay District)

3. Section 5.17 of the City of La Vista Zoning Ordinance – Gateway Corridor District (Overlay District)
4. Article 6 of the City of La Vista Zoning Ordinance – Conditional Use Permits

III. ANALYSIS

A. COMPREHENSIVE PLAN:

1. This application is consistent with the Future Land Use Map of the La Vista Comprehensive Plan, which designates this property for high-density residential development.
2. This application supports the following goals and policies from Chapter 4 of La Vista's Comprehensive Plan:
 - i. Live-2: Maintain the balance of diverse, high-quality housing that appeals to people of varying backgrounds, incomes, and abilities.
 - ii. Move-2.4: Designate safe routes to school that maximize green streets, prioritizing improvements along those routes and marketing them to students and surrounding neighborhoods.
 - iii. Move-2.5: Create a connected network of complete streets that prioritize infrastructure for pedestrians, bicyclists, and transit riders.

B. OTHER PLANS: N/A.

C. TRAFFIC AND ACCESS:

1. Drive access to the apartment buildings in Phase 3 will be available off Josephine Court. A loop road will be constructed with this phase, connecting to S 97th Plaza to allow for multiple entrances/exits for emergency services.
2. Per the subdivision agreement executed for the Cimarron Terrace Apartments and resulting from the traffic impact analysis update submitted in 2009 (prior to the first phase), the Applicant installed (or caused to be installed) the signal poles, conduits, and service disconnects during the first phase of the development, to prepare for a traffic signal to be installed at the intersection of S 99th Street and Harrison Street. In coordination with the City of Omaha and Sarpy County, the existing signal appurtenances will need to be evaluated for condition and applicability to current standards, and the remaining traffic signal appurtenances (including at a minimum the mast arms, signals, signage, and controller cabinet) are to be installed when the intersection meets signalization warrants, as determined by the City of Omaha and Sarpy County.

3. This phase includes two pedestrian access points from the loop road to the Cimarron Woods trail system, to improve walkability and recreational opportunities for residents. Upon completion of the phase currently under construction, and a future phase of the Applewood Creek Trail, residents will have access to the West Papio Trail and the various trails connected to it.

D. UTILITIES:

1. The property has access to all necessary utilities.

E. PARKING REQUIREMENTS:

1. The minimum off-street parking stall requirements for the proposed development per Section 7.06 of the La Vista Zoning Ordinance and the number of existing/proposed parking stalls for each phase in the development are as follows:

<u>Phase</u>	<u>Surface Parking Stalls</u>	<u>Garage Parking Stalls</u>	<u>Provided Stalls</u>	<u>Required Stalls</u>
1	153	64	217	168
2	67	28	95	96
3	176	72	248	264
Total	396	164	560	528

2. The proposed number of provided off-street parking stalls for the Cimarron Terrace Apartments exceeds the minimum number of stalls required by Section 7.06 of the La Vista Zoning Ordinance by 32 stalls. The original Planned Unit Development approved 3/16/2010 allows for shared parking between the three properties/phases, allowing for the slight stall deficit in Phases 2 and 3 due to the large surplus provided in Phase 1.
3. Per Section 7.05.09, multi-family housing developments shall provide a minimum of 0.5 enclosed garages per unit, but these garages may count toward the total number of parking spaces required. With 270 units between the three phases, this requirement for the Cimarron Terrace Apartments is to provide a minimum of 135 garage stalls. This complex will exceed this requirement by an additional 29 garage stalls.

IV. REVIEW COMMENTS:

1. The proposed site plan is in generally consistent with the Final PUD plan approved by the La Vista City Council on March 16, 2010, with the main difference consisting of a reducing in the number of units of this phase from 144 to 138, with a corresponding reduction in the number of garages, slightly reducing the density of the development.

2. Through the development review process of the original Planned Unit Development (PUD), the detention facilities were designed to accommodate Phase III improvements as designed.
3. Phase III of this development has been designed to have the post-developed runoff flow rate to not increase the predeveloped 2, 10, 50 and 100-year storm events, meeting and/or exceeding current regulations. Updated design will also accommodate current water quality requirements. Calculations are to be reviewed and confirmed at the time of building permit.
4. Based on a general calculation, the Pedcor property represents less than 10% of the total drainage/runoff area for the Cimarron Woods subdivision.
5. The City has worked with SID 237 (Cimarron Woods) representatives over the years to remedy stormwater issues, including the construction of the berm in the park. Recent studies of the berm suggest the SID may need to review and confirm the elevations of the berm are consistent with design intent, which would be the SID's responsibility, per the original subdivision agreement.
6. The City and SID 237 executed an interlocal agreement in 2020 to provide for a means to access the existing culvert as to have the SID monitor the culvert for potential maintenance issues. The City and the SID are currently working together to model the drainage catchment from SID 237 to its confluence with the West Papio Creek as to formulate future capacity and erosion projects.
7. The building design and landscaping plan for Phase 3 of the Cimarron Terrace Apartments is currently under review by the City's third-party Design Review Architect.
This design review process must be substantially complete prior to application for building permits. The building design and materials used will match the existing development.
8. A draft Conditional Use Permit including exhibits, and the CUP plan set are attached to this staff report.

V. STAFF RECOMMENDATION – CONDITIONAL USE PERMIT AMENDMENT:

Staff recommends approval of the Conditional Use Permit for the Cimarron Terrace Apartments Phase 3, subject to satisfaction of all applicable requirements, including final approval through the City's Design Review process, as the request is consistent with La Vista's Comprehensive Plan and Zoning Ordinance.

VI. PLANNING COMMISSION RECOMMENDATION – CONDITIONAL USE PERMIT:

The La Vista Planning Commission held a public hearing on September 1, 2022 and voted, by a vote of 5 in favor to 2 against, to recommend approval of the Conditional Use Permit for the Cimarron Terrace Apartments Phase 3, subject to satisfaction of all applicable requirements, as the request is consistent with La Vista's Comprehensive Plan and Zoning Ordinance.

VI. ATTACHMENTS TO REPORT:

- A. Vicinity Map
- B. Review and response letters
- C. CUP Plan Set
- D. Draft Conditional Use Permit

VII. COPIES OF REPORT SENT TO:

- A. Turner Lesnick, Pedcor Investments, LLC
- B. Kyle Haase, E&A Consulting Group, Inc.
- C. Brett Conyers, E&A Consulting Group, Inc.
- D. Public Upon Request

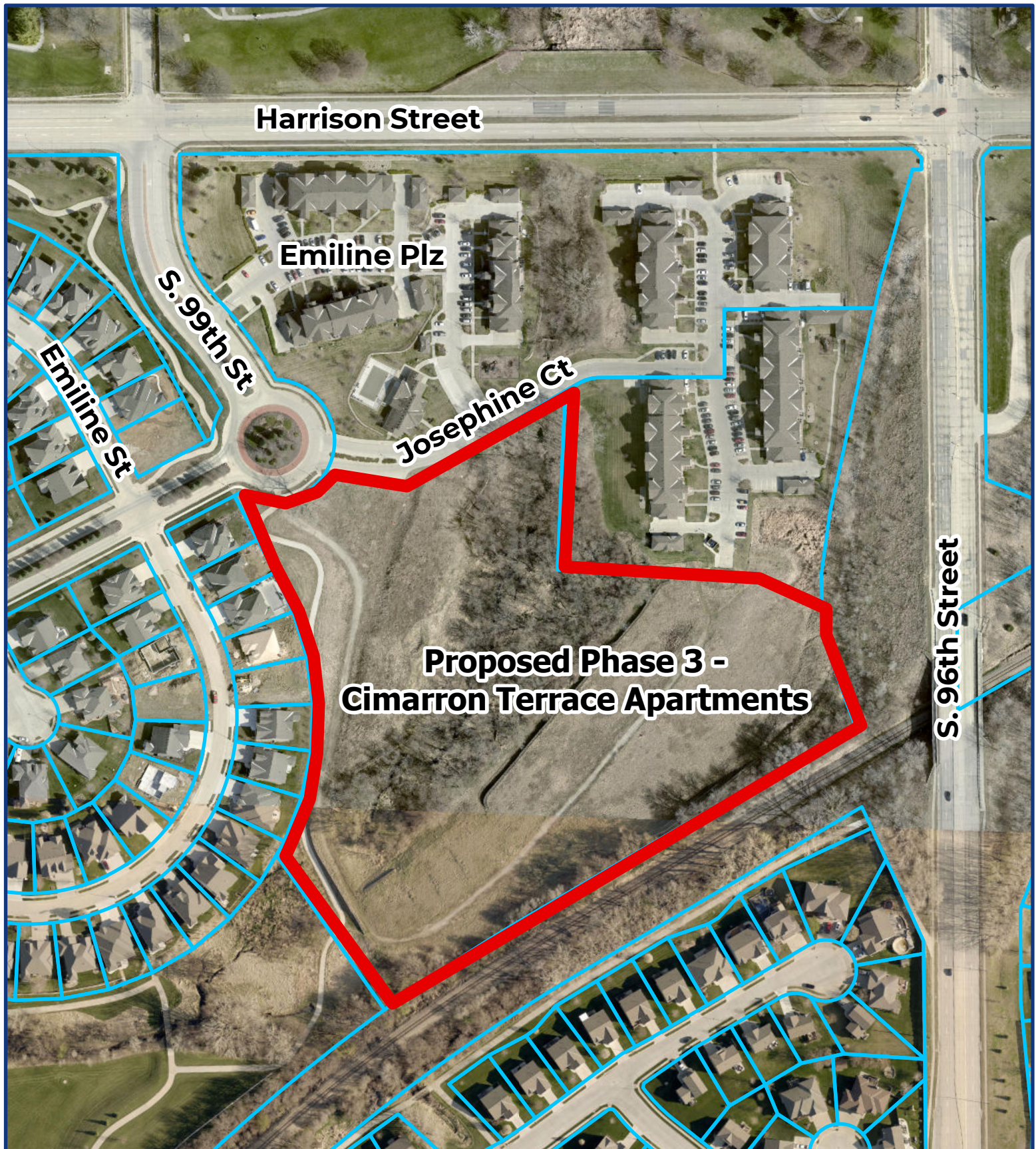


Prepared by: Deputy Community Development Director

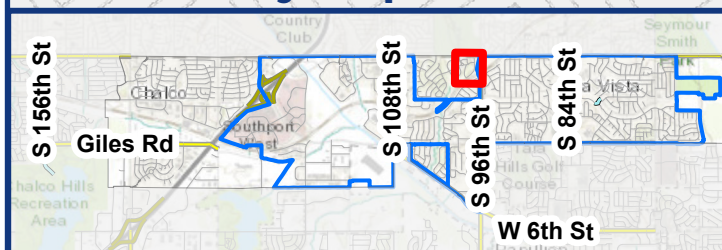


Community Development Director



10/12/22
Date



Vicinity Map: Cimarron Terrace Phase 3 Conditional Use Permit



Legend

-  La Vista Parcels
-  Proposed Site





July 28, 2022

Kyle Haase
E & A Consulting Group, Inc.
10909 Mill Valley Rd. Suite 100
Omaha, NE 68154

RE: Conditional Use Permit – Multifamily Housing – Initial Review Letter
Lot 2 Cimarron Woods Replat Three

Mr. Haase,

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. Regarding Section 6.05.01, please address the following comments:
 - a. An ADA access point needs to be added to sufficiently serve Building 14.
 - b. A satisfactory post-construction storm water management plan (PSCMP), inclusive of a completed drainage study will need to be submitted and processed through PERMIX for this project. A signed and recorded PSCMP easement and maintenance agreement will also be needed, and a template will be provided to you.
 - c. A satisfactory grading plan will need to be uploaded and processed through PERMIX.
 - d. Please include a sheet in the plan set that details the proposed storm sewer.
2. Please include a paving sheet that details the connections to adjacent public roadways, per Section 6.05.04.
3. Please include a sheet that details all utilities and other applicable easements, per Section 6.05.04.
4. There are no proposed pedestrian/sidewalk connections to the Cimarron Woods trail system identified in the drawings for this phase. We recommend the construction of steps at the southeast end of the retaining wall on the southwest corner of the property, with a full ADA access/sidewalk connection closer to Building 13, in alignment with Section 6.05.5 and Section 6.05.10.

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

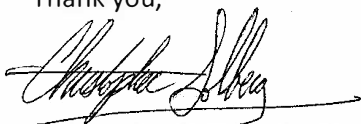
Public Works
9900 Portal Rd.
402.331.8927 P
402.331.1051 F

Recreation
8116 Park View Blvd.
402.331.3455 P
402.331.0299 F

5. Please confirm that the assumptions and findings made in the June 2008 Traffic Analysis and subsequent April 2009 Traffic Analysis update that were submitted prior to the development of the first phase of the Cimarron Terrace Apartments are still accurate. As the buildout year was anticipated to be 2011, it is likely that the background, buildout and horizon traffic volumes and/or projections differ from what was originally contemplated.
6. Per Section 7.06, the required off-street parking minimum for apartments and multi-family housing is one (1) space per bedroom. According to the site plan and operating statement provided, Phase 3 will include 248 parking stalls. Also, according to the operating statement, this phase will include a total of 264 bedrooms, which would equate to a minimum parking stall requirement of 264 stalls. There is currently a 16-stall deficit from the required minimum for this phase. However, the original Planned Unit Development, approved 3/16/2010, allowed for shared parking between the properties included in the Cimarron Terrace Apartments development. As the earlier two phases provided a surplus of parking beyond the 16 stall deficit, the overall development would be in compliance with La Vista's off-street parking minimums, per the shared parking authorized in the PUD.
7. Please provide details on the locations and quantities of bicycle parking proposed for this phase of the Cimarron Terrace Apartments.
8. The building design and site and landscaping plans are currently being reviewed by La Vista's third-party design review architect for conformance with the Gateway Corridor District Design Guidelines and the requirements of the Gateway Corridor Overlay District and the Sub-Area Secondary Overlay (Special Corridor) outlined in Section 5.17 of the La Vista Zoning Ordinance. Substantial completion of this design review process must be complete prior to application for building permits.
9. Please submit a construction phasing plan.

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

Thank you,



Christopher Solberg, AICP
Deputy Community Development Director
csolberg@cityoflavista.org
(402) 593-6400

cc:

Turner Lesnick, Pedcor Investments, LLC
Doug Walter, E & A Consulting Group
Bruce Fountain, Community Development Director – City of La Vista
Cale Brodersen, Assistant Planner – City of La Vista
Pat Dowse, City Engineer – City of La Vista



E & A CONSULTING GROUP, INC.

Engineering Answers

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

August 08, 2022

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

RE: Cimarron Terrace – Conditional Use Permit Resubmittal
E&A File: P2002.153.027

Mr. Solberg,

On behalf of our client, Pedcor Investments, LLC, we hereby submit an application for the above referenced project. The subject property is located near the southwest corner of 96th Street & Harrison Street. Based on the July 28th Initial Review Letter, we had a few conditions to address.

Each of your comments are listed, with our response following it shown in italics.

1. Regarding Section 6.05.01, please address the following comments:
 - a) An ADA access point needs to be added to sufficiently serve building 14.
Response: the sidewalk in front of building 14 is an accessible route. Due to grades, there cannot be any accessible parking stalls.
 - b) A satisfactory post-construction storm water management plan (PCSMP), inclusive of a completed drainage study will need to be submitted and processed through PERMIX for this project. A signed and recorded PCSMP easement and maintenance agreement will also be needed, and a template will be provided to you.
Response: Understood
 - c) A satisfactory grading plan will need to be uploaded and processed through PERMIX.
Response: Understood
 - d) Please include a sheet in the plan set that details the proposed storm sewer.
Response: A utility sheet has been added to the submittal
2. Please include a paving sheet that details the connections to adjacent public roadways, per Section 6.05.04.
Response: This project does not connect to any public roadways. All connections are made to existing private driveways within the Cimarron Terrace apartments.
3. Please include a sheet that details all utilities and other applicable easements, per Section 6.05.04.
Response: A utility sheet has been added to the submittal.
4. Add proposed pedestrian/sidewalk connections to the Cimarron Woods trail system for this phase. We recommend construction of steps at the southeast end of the retaining wall on the southwest corner of the property, with full ADA access/sidewalk connection closer to building 13, in alignment with Section 6.05.05 and Section 6.05.10
Response: An accessible connection is now shown across from building 13. Steps will not be installed at this time.

5. Please confirm that the assumptions in the June 2008 & April 2009 Traffic Analysis updates that were submitted prior to the development of the first phase of Cimarron Terrace Apartments are still accurate.
Response: After further conversations with Pat Dowse a revised traffic analysis will not be required. The original traffic analysis stated that a traffic signal will be warranted at the time of full build out. The Subdivision Agreement dated October 19, 2010 calls for the District to construct the signal when warranted. The developer has already paid their portion of signal costs.
6. There is currently a 16-stall deficient for this phase. The earlier two phases provide a surplus and the overall development would be in compliance per the shared parking in the authorized in the PUD.
Response: Understood.
7. Please provide details on the locations and quantities of bicycle parking proposed for this phase of the Cimarron Terrace Apartments.
Response: Three bike racks have been added to the site plan. Each rack will have five bike spaces providing 15 bike parking spaces throughout the site.
8. The building design and site landscaping plans are being reviewed by La Vista's third-party design review architect and completion of this design review process must be complete prior to application for building permits.
Response: Understood. We will submit the building permits after this design review is complete.
9. Please submit a construction phasing plan.
Response: A construction phasing plan has been included.

All documents included are listed on the attached transmittal. If you have any questions regarding this application, please contact me at 402-895-4700 or by email at bconyers@eacg.com.

Sincerely,
E & A Consulting Group, Inc.



Brett Conyers, PE
Project Engineer



August 17, 2022

Kyle Haase
E & A Consulting Group, Inc.
10909 Mill Valley Rd. Suite 100
Omaha, NE 68154

RE: Conditional Use Permit – Multifamily Housing – Second Review Letter
Lot 2 Cimarron Woods Replat Three

Mr. Haase,

We have reviewed the resubmittal 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. An ADA parking stall and access point needs to be added to sufficiently serve Building 14. Per Section 208.3.1 of the 2010 ADA Standards for Accessible Design manual, “parking spaces complying with 502 that serve a particular building or facility shall be located on the shortest accessible route from parking to an entrance complying with 206.4”. We obtained a third-party interpretation from Ray Petty with the Great Plains ADA Center, and his interpretation is that a parking space needs to be located next to building 14 as close to the most convenient building entrance(s) as possible.
2. The revised site plan that was submitted included a pedestrian/sidewalk connection to the Cimarron Woods trail system adjacent to Building 13, but you noted that an additional pedestrian connection adjacent to building 12 would not be included at this time. Considering the distance (300+ feet) from the ADA trail connection by building 13 to the south end of the retaining wall adjacent to building 12, we anticipate that residents in buildings 6-12 will walk through the grass up the hill (create a “desire path”), as opposed to walking to the appropriate connection to access the trail. In alignment with Section 6.05.5 and Section 6.05.10 of the La Vista Zoning Ordinance and the Move About section vision statements 1-3 and goal MOVE-1.1 of La Vista’s Comprehensive Plan and in order to promote walkability and appropriate access to the trail system, this pedestrian connection adjacent to Building 12 will be required as a condition of the Conditional Use Permit for Phase 3 of the Cimarron Terrace Apartments.

City Hall
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402.331.4375 F

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9900 Portal Rd.
402.331.8927 P
402.331.1051 F

Recreation
8116 Park View Blvd.
402.331.3455 P
402.331.0299 F

Please incorporate the ADA parking adjacent to building 14 and additional pedestrian connection adjacent to building 12 as discussed above, and resubmit 2 full size revised copies of the CUP plans (along with electronic copies) to the City for further review. We have submitted a publication request for your application to be reviewed by the Planning Commission during their September 1st meeting. In order for your application to remain on the agenda for that date, please resubmit by next Monday, August 22nd by the end of the day. A draft CUP will be prepared and shared with you in the near future. If you have any questions regarding these comments, please feel free to contact me at any time.

Thank you,

A handwritten signature in blue ink, appearing to read "Christopher Solberg", with a long horizontal flourish extending to the right.

Christopher Solberg, AICP
Deputy Community Development Director
csolberg@cityoflavista.org
(402) 593-6400

cc:

Turner Lesnick, Pedcor Investments, LLC
Doug Walter, E & A Consulting Group
Bruce Fountain, Community Development Director – City of La Vista
Cale Brodersen, Assistant Planner – City of La Vista
Pat Dowse, City Engineer – City of La Vista



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Engineering Answers

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August 19, 2022

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

RE: Cimarron Terrace – Conditional Use Permit Resubmittal - E&A File: P2002.153.027

Mr. Solberg,

On behalf of our client, Pedcor Investments, LLC, we hereby submit an application for the above referenced project. The subject property is located near the southwest corner of 96th Street & Harrison Street. Based on the August 17, 2022 Second Review Letter, we had a few conditions to address.

Each of your comments are listed, with our response following it shown in italics.

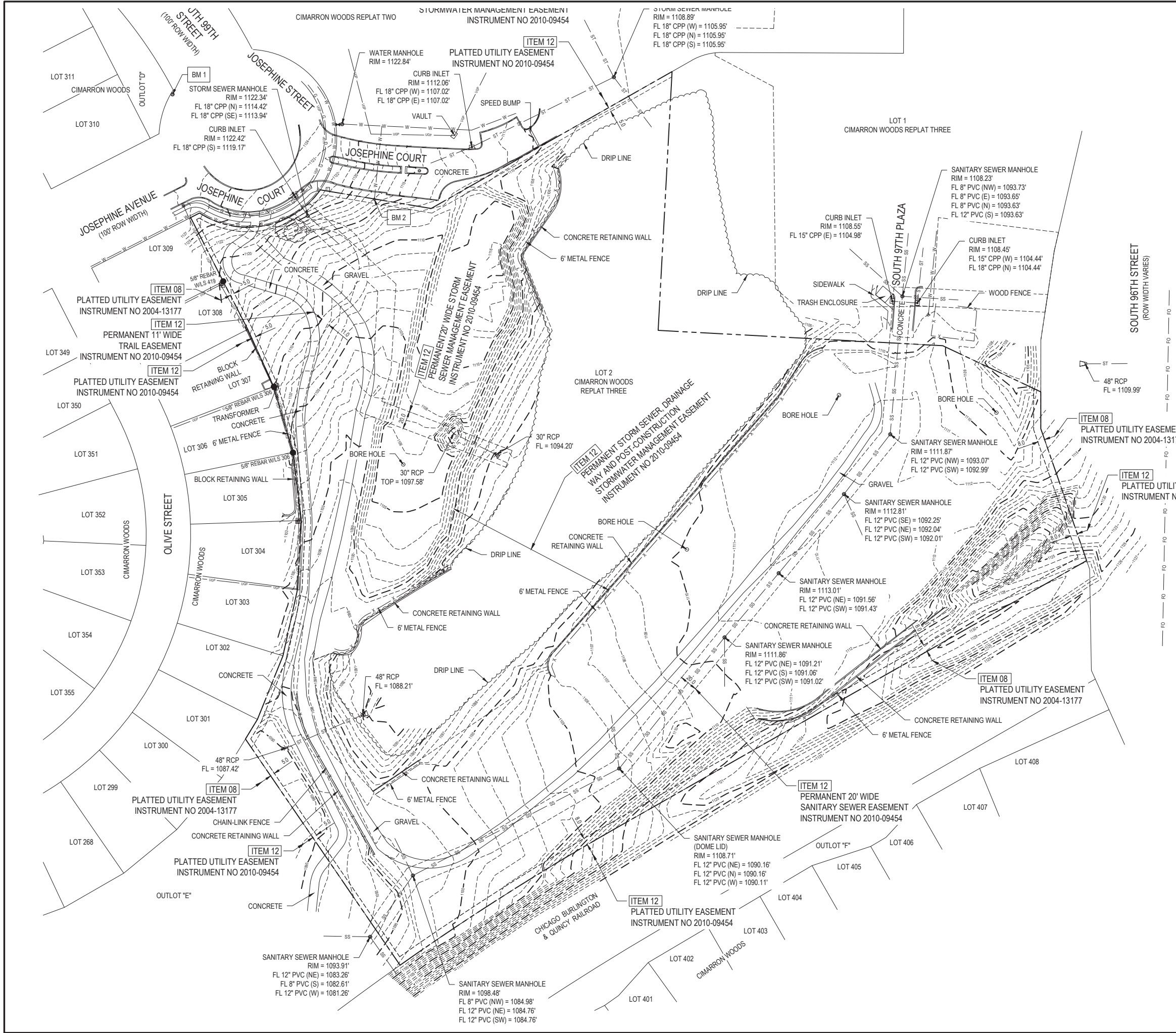
1. An ADA access point needs to be added to sufficiently serve building 14. Per Section 208.3.1 of the ADA Standards for Accessible Design manual, “parking spaces comply with 502 that serve a particular building or facility shall be located on the shortest accessible route from parking to an entrance complying with 206.4. The third-party ADA review interpreted this as the parking space needs to be located next to building 14 as close to the most convenient building entrance as possible. *Response: An accessible parking stall has been added to the parking tray adjacent to building 14.*
2. The Revised site plan that was submitted included a pedestrian/sidewalk connection to the Cimarron Woods trail system adjacent to Building 13, but you noted that an additional pedestrian connection to building 12 would not be included at this time. Considering the distance (300+ feet) from the ADA trail connection, Section 6.05.5 and Section 6.05.10 of the La Vista Zoning Ordinance the Move About section vision statements 1-3, goal MOVE-1.1 of La Vista’s Comprehensive Plan in order to promote walkability and appropriate access to the trail system, this pedestrian connection adjacent to Building 12 will be required as a condition of the Conditional Use Permit for Phase 3 of the Cimarron Terrace Apartments.
Response: An accessible connection has been added south of building 12.

All documents included are listed on the attached transmittal. If you have any questions regarding this application, please contact me at 402-895-4700 or by email at bconyers@eacg.com.

Sincerely,
E & A Consulting Group, Inc.

Brett Conyers, PE
Project Engineer

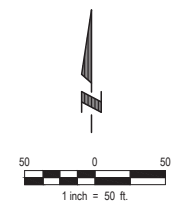
CUP Plan Set



LEGEND

NOTE: FOR REFERENCE ONLY, ITEMS DEPICTED IN LEGEND MAY NOT APPEAR ON PLANS.

	SECTION CORNER
	PROPERTY CORNER FOUND (AS NOTED)
	PROPERTY CORNER SET (5/8\"/>
	BUILDING
	RAILROAD TRACKS
	POWER RISER
	POWER POLE
	GUY WIRE
	TRAFFIC SIGNAL POLE
	LIGHT POLE
	LIGHT POLE W/ MAST ARM
	TELEPHONE RISER
	CABLE TV RISER
	FIRE HYDRANT
	UTILITY VALVE (WATER)
	MANHOLE
	FLARED END SECTION (SIZE NOTED)
	CURB INLET
	REINFORCED CONCRETE BOX CULVERT
	UTILITY VALVE (GAS)
	SIGN
	SATELLITE DISH
	FENCE LINE
	GAS LINE
	WATER LINE
	POWER LINE (OVERHEAD)
	POWER LINE (UNDER GROUND)
	COMMUNICATION LINE (TELEPHONE, TV)
	SANITARY SEWER LINE
	STORM SEWER LINE
	FIBER OPTICS LINE
	TREE STUMP
	BUSH
	CONIFEROUS TREE
	DECIDUOUS TREE



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Engineering & Planning

CIMARRON TERRACE APARTMENTS
SARPY COUNTY, NEBRASKA

EXISTING CONDITIONS

Proj No.: P2002-153.027

Date: 07/27/2022

Designed By: BLC

Drawn By: ANE

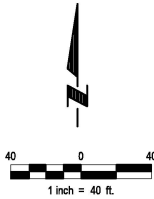
Scale: 1" = 40'

Sheet: 1 of 1

Revisions

Date	Description
07/27/2022	Final

10903 MI Valley Road, Suite 100, Omaha, NE 68154
Phone: 402.856.4700 Fax: 402.856.3599
www.eandagroup.com



LEGEND

	Existing Contours
	Proposed Contours

E & A CONSULTING GROUP, INC.
 Engineering • Planning • Environmental & Field Services
 10038 MB Valley Road, Suite 100 Omaha, NE 68154
 Phone: 402.865.4700 Fax: 402.865.3559
 www.eandagroup.com

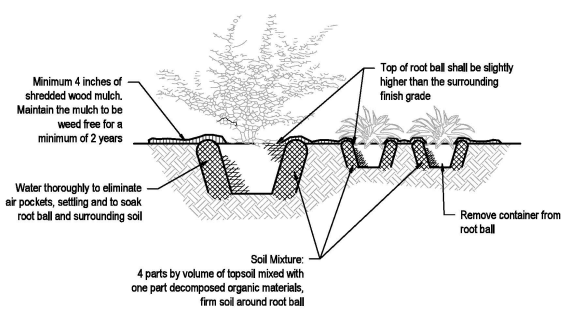


CIMARRON TERRACE APARTMENTS
 SAMPSON COUNTY, NEBRASKA

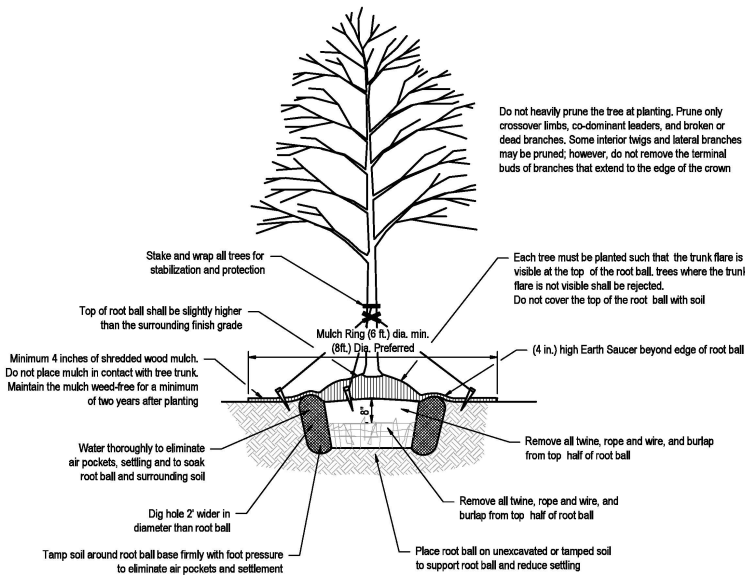
GRADING EXHIBIT

Revisions	
No.	Description
1	Initial Design
2	Final Design
3	Construction
4	As-Built
5	Final

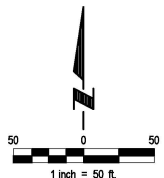
Proj. No.: P2002-153-027	Date: 10/26/2022
Designed By: BLC	Drawn By: ANE
Scale: 1" = 40'	Sheet: 1 of 1



SHRUB & PERENNIAL PLANTING DETAIL
NOT TO SCALE



TREE PLANTING DETAIL - B & B TREE
NOT TO SCALE



PLANT SCHEDULE

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
A	10	Quercus rubra	Northern Red Oak	2"	B&B
B	9	Quercus bicolor	Swamp White Oak	2 1/2"	B&B
C	6	Gleditsia triacanthos 'Skyline'	Skyline Honeylocust	2"	B&B
D	7	Celtis occidentalis 'Prairie Pride'	Prairie Pride Hackberry	2 1/2"	B&B
E	11	Gleditsia triacanthos 'Christie'	Halka Honeylocust	2 1/2"	B&B
F	26	Acer freemanii 'Armstrong'	Armstrong Maple	2"	B&B
G	25	Tilia x flavenscens 'Glenleven'	Glenleven Littleleaf Linden	2 1/2"	B&B
H	11	Pinus flexilis 'Vanderwolf'	Vanderwolf Pine	6'-7'	B&B
I	21	Picea pungens	Colorado Blue Spruce	6'-7'	B&B
J	21	Picea glauca	Black Hills Spruce	6'-7'	B&B
K	21	Juniperus chinensis 'Sea Green'	Sea Green Juniper	5 Gal.	Cont.
L	27	Lilac Palibin (Syringa meyeri)	Palibin Dwarf Lilac	5 Gal.	Cont.
M	154	Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Grass	2 Gal.	Cont.
N	35	Juniperus scopulorum 'Skyrocket'	Skyrocket Juniper	6'-7'	B&B

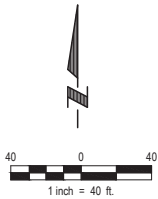
- LEGEND:**
- Areas to be installed with sod & irrigation.
 - Areas to be installed with seed & matting.
 - Areas to be installed with 3" of river rock with weed barrier fabric.

- LANDSCAPE NOTES:**
- Locate and verify the location of all underground utilities prior to the start of any construction. Care should be taken not to disturb any existing utilities during construction. Any damage to utilities or other improvements caused by the Contractor will be repaired at no cost to the Owner.
 - All plant material shall be of good quality and sizes shall meet required size specifications.
 - All plants are to be watered in immediately after planting and then watered once a week for a period of two months from time of planting.
 - All plant material shall be guaranteed to be in a live and healthy growing condition for two full growing seasons (trees) and one full growing season (perennials & shrubs) after final project acceptance or shall be replaced free of charge with the same grade and species including labor.
 - Verify all dimensions and conditions prior to starting construction. The location of plant material is critical and shall be installed as indicated on plans. Field adjustments may be necessary based on field conditions (i.e., root ball and drop inlet conflict). All adjustments must be approved by the landscape architect.
 - The Landscape Contractor shall remove all construction debris and materials injurious to plant growth from planting pits and beds prior to backfilling with planting mix. All planting areas shall be free of weeds and debris prior to any work.
 - Provide locally available shredded hardwood mulch on all trees and in all planting beds to a 3-4 inch minimum depth unless otherwise noted. Mulch ring to extend 1'-0" minimum beyond planting pit. Minor site grading to be included if needed.
 - All trees are to be staked for a period of not less than one year from time of planting.
 - Contractor to coordinate work with other amenities contractors.
- SODDING NOTES:**
- The contractor shall notify the architect at least forty-eight hours in advance of the time he intends to begin sodding and shall not proceed with such work until permission to do so have been granted. No frozen sod shall be placed. No sodding shall be done on frozen earth.
 - Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of transplanting. Dumping from vehicles will not be permitted. The sod shall be planted within eighteen (18) hours from the time it is harvested unless it is tightly rolled or stored roots-to-roots in a satisfactory manner. All sod in stacks shall be kept moist and shall be protected from exposure to the sun and from freezing. No storage longer than three (3) days will be permitted. Sod which becomes dried out or does not meet the specifications will be rejected.
 - There shall be a minimum of six inches, after tamping, of topsoil under all sod. Excavations or trenching shall be made to a sufficient depth below the finished grade of the sod to accommodate the depth of topsoil as specified and the thickness of sod as specified. Fertilizer shall be applied at a rate to provide 100 pounds of nitrogen per acre unless fertilizer has been applied under another item in this contract to the topsoil in the sod bed. Fertilizer applied under this item shall be incorporated with the topsoil to a depth of at least two inches before the sod is laid, unless otherwise specified or approved. Incorporation shall be accomplished by disking, harrowing, drilling, raking or other approved means.
 - The soil on which the sod is laid shall be reasonably moist and shall be watered, if so directed. The sod shall be laid smoothly, edge to edge, and all openings shall be plugged with sod. Immediately after the sod is laid, it shall be pressed firmly into contact with the soil below by tamping, rolling, or by other approved methods so as to eliminate all air pockets, provide true and even surfaces, insure knitting and protect all exposed sod edges but without displacement of the sod or deformation of the surface of the sodded areas and watered at the rate of five gallons per square yard of sodded area unless otherwise directed.
 - The contractor shall take care of the sodded areas until all work on the entire contract has been completed, and sod has been mowed twice and then accepted. Such care shall consist of providing protection against traffic by approved warning signs or barricades and the mowing of grass to the height of two inches when the growth attains a maximum height of four inches.
 - Sod shall also be watered. When the sod is watered, sufficient water shall be applied to wet the sod at least two inches deep in the sod bed. Watering shall be done in a manner which will not cause erosion or other damage to the finished surfaces. Any surfaces which become gullied or otherwise damaged shall be repaired to reestablish the grade and conditions of the soil prior to sodding and shall then be re-fertilized and re-sodded as specified under this item.
 - In drainage-ways or slopes, the sod shall be laid with their longest dimensions parallel to the contours. Such sodding shall begin at the base of slopes or grades and the sodding progress in continuous parallel rows working upward. Vertical joints between such sodding shall be staggered. All sod shall be laid to the grades specified and the grades formed with special care at the junction of drainage-ways.
 - Sod shall be held in place by stakes in all drainage-ways, on all slopes steeper than 4:1 and elsewhere where specified or as directed. Pegging shall be done immediately after tamping. At least one stake shall be driven through each sod to be staked, and the stakes shall not be more than two feet apart. Stakes shall have their flat sides against the slope and be driven flush. Stakes for pegging sod shall be of wood, approximately one inch by two inches and of sufficient length to penetrate the sod, the topsoil and to a minimum depth of two inches of subsoil.
 - The contractor shall keep all sodded areas thoroughly watered for a period of thirty (30) calendar days after the initial laying and as often as required thereafter until sod has been fully established (two mowings) and accepted by the engineer and owner. Contractor to use temporary irrigation for the watering of the sod. Contractor to supply all necessary hoses, fittings and sprinklers for all watering needs.
 - All sod must be fully established (two mowings) and growing at the time of inspection and acceptance.

- IRRIGATION NOTES:**
- Irrigation bid to include meter pit and city utility fees.
 - Irrigate all sodded areas.
 - Irrigation controller to be mounted in a steel utility box with hasp for pad lock.
 - Irrigation system to be guaranteed for 1 year. Written guarantee to be supplied prior to final payment.
 - Irrigation contractor responsible to winterize system one time.
 - Contractor to coordinate work with other amenities contractors.
- SEEDING NOTES:**
- Seeding shall be Superluff II no ryb (sod grower) lateral spread tall fescue kentucky bluegrass mixture from United Seeds, Inc. Planting method and seeding rate shall be 10 lbs per 1,000 sq ft. Seeding dates: March-June, dormant seeding: December-March.
 - Matting shall be installed over all seeding areas (S75 - NAG Single Net Straw Matting OR EQUIVALENT).
 - Contractor to coordinate work with other amenities contractors.



LEGEND	
	7" P.C.C. Pavement w/ Integral Curb
	6" P.C.C. Pavement w/ Integral Curb
	5" P.C.C. Pavement w/ Integral Curb
	4" P.C.C. Sidewalk



Proj No.: P2002-153.027	
Date: 08/19/2022	Revisions
Designed By: BLC	Date
Drawn By: ANE	Description
Scale: 1" = 40'	
Sheet: 1 of 1	

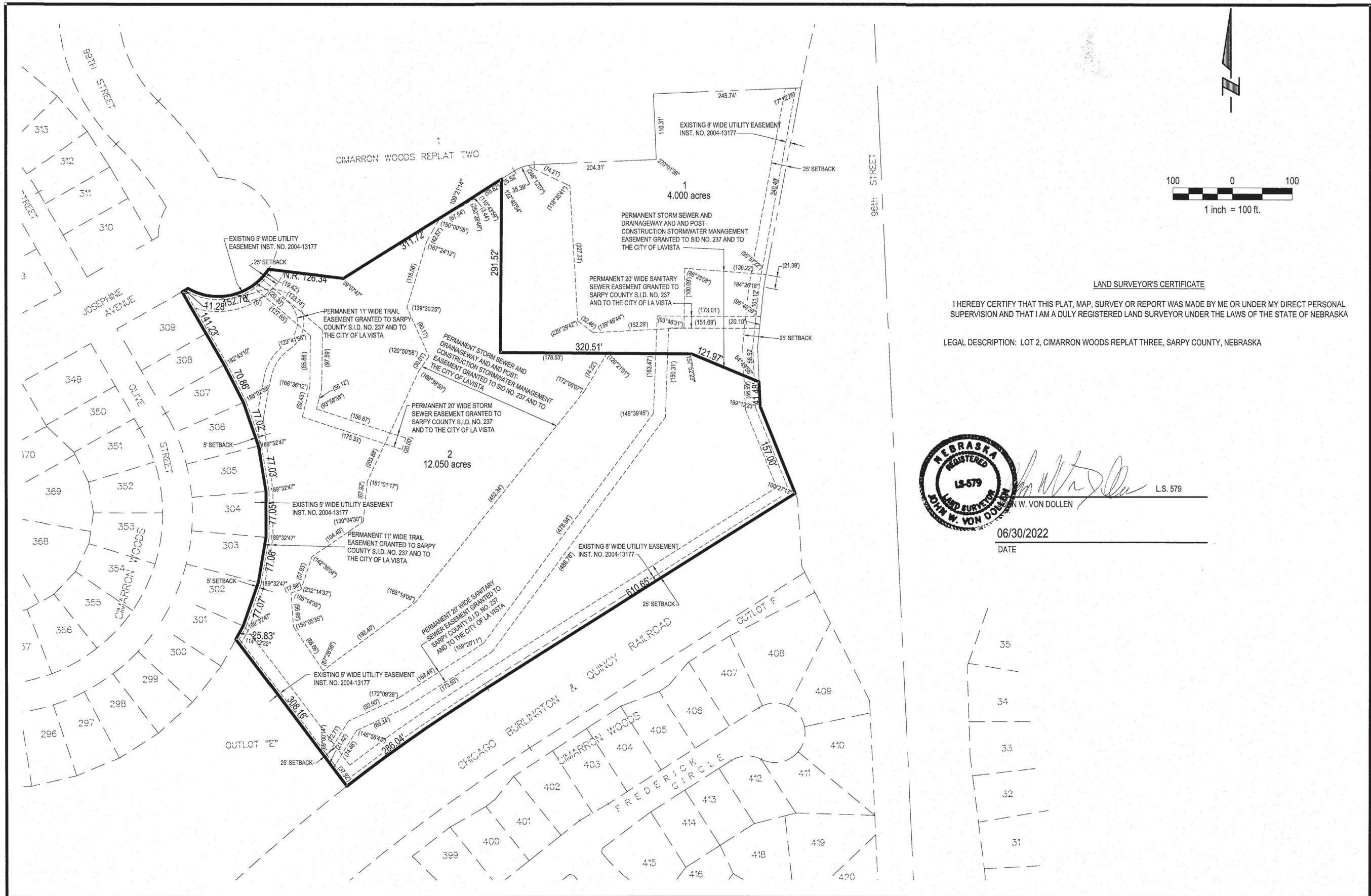
CONSTRUCTION PHASING EXHIBIT

CIMARRON TERRACE APARTMENTS
SARPY COUNTY, NEBRASKA



E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

10909 Mill Valley Road, Suite 100 Omaha, NE 68154
Phone: 402.856.4700 Fax: 402.856.3599
www.eandagroup.com



LAND SURVEYOR'S CERTIFICATE

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

LEGAL DESCRIPTION: LOT 2, CIMARRON WOODS REPLAT THREE, SARPY COUNTY, NEBRASKA



[Signature]
DAN W. VON DOLLEN

L.S. 579

06/30/2022
DATE

Proj No:	P2002.153.013	Revisions	
Date:	06/30/2022	No.	Description
Designed By:	MAW		
Drawn By:	jvd		
Scale:	1"=100'		
Sheet:	#### of 1		

SURVEYOR'S CERTIFICATE

LOT 2
CIMARRON WOODS REPLAT THREE
SARPY COUNTY, NEBRASKA



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Phone: 402.895.4700 • Fax: 402.895.3599
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CITY OF LAVISTA
CONDITIONAL USE PERMIT

**Conditional Use Permit for Multiple Family Dwellings
(Cimarron Terrace Apartments – Phase 3)
Lot 2 Cimarron Terrace Replat Three**

This Conditional Use Permit is issued this ____ day of _____ 2022 by the City of La Vista, a municipal corporation in Sarpy County, Nebraska ("City") to Pedcor Investments, LLC, a limited liability company authorized to do business in Nebraska ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner was granted a Conditional Use Permits by the City Council of the City of La Vista on October 19, 2010 and August 16, 2011 to construct and operate the first two phases a multiple family dwelling complex to be known as the Cimarron Terrace Apartments upon Lot 1 Cimarron Woods Replat Two and Lot 1 Cimarron Woods Replat Three, subdivisions in Sarpy County, Nebraska; and

WHEREAS, Owner has applied for a Conditional Use Permit for the purpose of constructing and operating additional multiple family dwellings (Phase 3) as part of the Cimarron Terrace Apartment Complex on Lot 2 Cimarron Terrace Replat Three, a subdivision in Sarpy County, Nebraska (the "Property") as depicted in Exhibit "A" the final plat'; 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 must be completed prior to issuance of building permits, 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 Lots 1-2 Cimarron Woods Replat Three ("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.
 - 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 2 Cimarron Terrace Replat Three 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 "E") 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: Pedcor Investments, L.L.C.
770 3rd Avenue, SW
Carmel, IN 46032

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":	Plat
Exhibit "B":	Site Plan
Exhibit "C":	Operating Statement
Exhibit "D":	Building Elevation Renderings
Exhibit "E":	Landscaping Plan
Exhibit "F":	Lighting Plan

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 _____, 2022, 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:

Pedcor Investments, L.L.C.

By: _____, it's owner

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)
COUNTY OF _____)

On this _____ day of _____, 2022, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____ personally known by me to be an owner of Pedcor Investments, L.L.C., 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

2011-22565

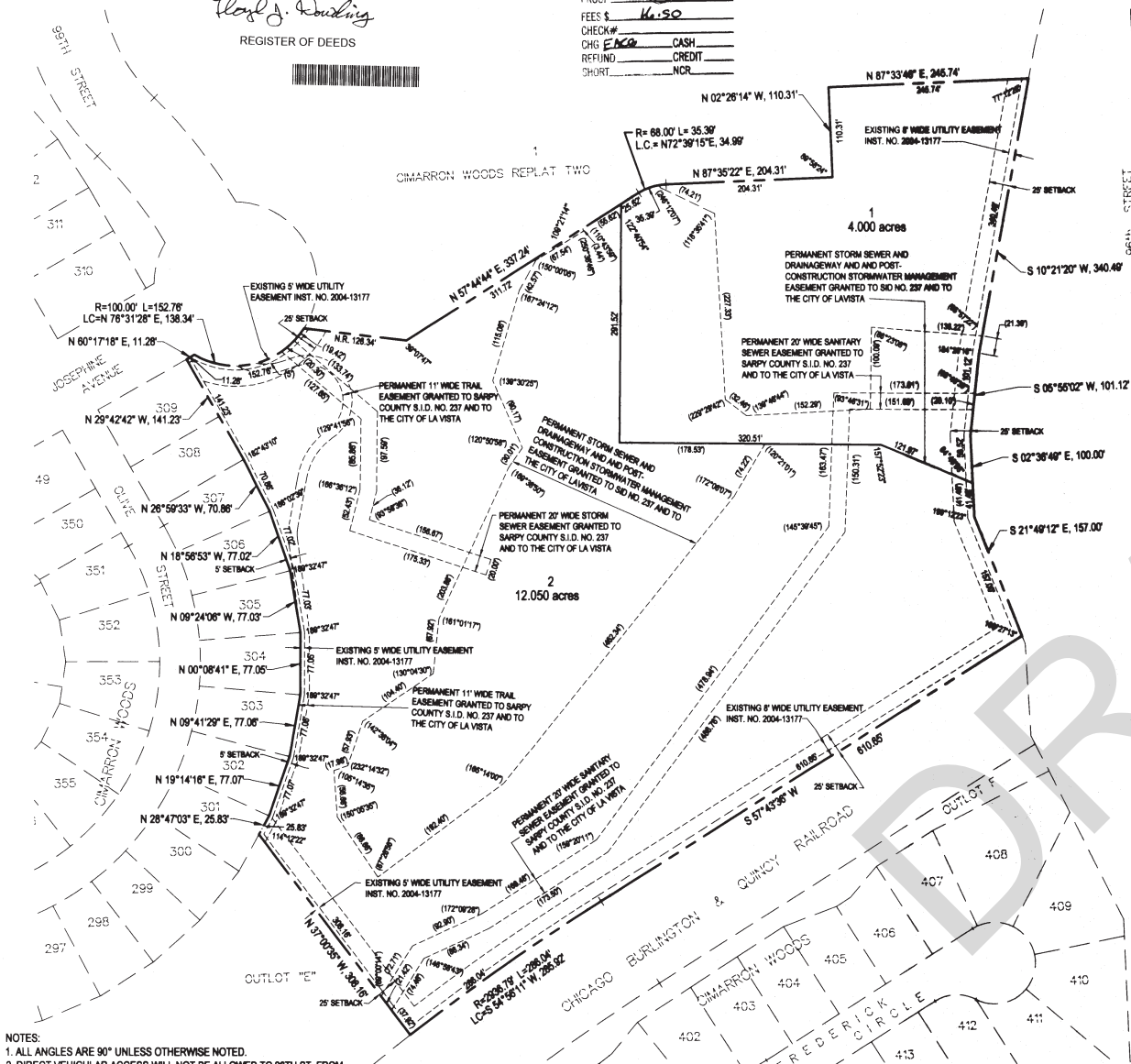
09/15/2011 8:49:19 AM

Ray J. Douling

REGISTER OF DEEDS



OWNER: *M. C. E. P.*
VENUE: *Mad. DE. P.*
PROOF: *Mad. DE. P.*
FEES \$ *14.50*
CHECK# *1450* CASH
CHG. *1450* CREDIT
REFUND *1450* CREDIT
SHORT *1450* CREDIT

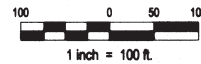


- NOTES:
1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
 2. DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO 98TH ST. FROM ANY LOTS ABUTTING SAID STREET, EXCEPT AS NOTED ON PLAT.
 3. ALL DIMENSIONS AND ANGLES SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF EASEMENTS.
 4. A PERMANENT RECIPROCAL INGRESS AND EGRESS, SIDEWALK, PARKING AND PEDESTRIAN EASEMENT, IS GRANTED TO THE OWNERS OF LOTS 1 AND 2, THEIR GUESTS AND INVITEES OVER ALL OF THOSE PRIVATE DRIVES AND PARKING AREAS AS CONSTRUCTED IN SAID LOTS 1 AND 2.

ADMINISTRATIVE PLAT - LOT SPLIT
CITY OF LA VISTA, NEBRASKA

CIMARRON WOODS REPLAT THREE

BEING A REPLAT OF ALL OF LOT 2, CIMARRON WOODS REPLAT TWO,
A SUBDIVISION LOCATED IN THE NE1/4 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12
EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.



LEGEND

- BOUNDARY LINE
- LOT LINE
- EASEMENTS
- EXIST. SECTION LINES
- EXIST. PROPERTY LINES
- EXIST. EASEMENTS

COUNTY TREASURER'S CERTIFICATE

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

9/15/11
DATE



COUNTY TREASURER

TAXES ASSESSED AND LEVIED FOR THE
CURRENT YEAR ARE NEITHER DUE NOR
PAID. TREASURER'S CERTIFICATION
IS ONLY VALID UNTIL DECEMBER 30th
OF THIS YEAR.

APPROVAL OF SARPY COUNTY REGISTER OF DEEDS

RECORDED ON THIS *15th* DAY OF *September* 2011

Ray J. Douling
SARPY COUNTY REGISTER OF DEEDS

09-15-2011
DATE

REVIEW OF SARPY COUNTY PUBLIC WORKS

THIS PLAT OF CIMARRON WOODS REPLAT THREE (LOTS NUMBERED AS SHOWN) WAS
REVIEWED BY THIS OFFICE OF THE SARPY COUNTY SURVEYOR.

Ray J. Douling
SARPY COUNTY ENGINEER/SURVEYOR

Sept 14, 2011
DATE



2011-22565

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED HEREON AND THAT
PERMANENT MONUMENTS HAVE BEEN FOUND OR SET AT ALL CORNERS OF THE LOT BEING
PLATED.



Aug-31-2011
DATE

OWNER'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, PEDCOR INVESTMENTS, A LIMITED LIABILITY
COMPANY OWNERS OF THE PROPERTY DESCRIBED IN THE CERTIFICATION OF SURVEY AND
EMBRACED WITHIN THE PLAT, HAVE CAUSED SAID LAND TO BE COMBINED INTO ONE LOT TO
BE NUMBERED AND NAMED AS SHOWN.

Thomas G. Crowe
BY: THOMAS G. CROWE, EXECUTIVE VICE PRESIDENT

ACKNOWLEDGMENT OF NOTARY
STATE OF *Nebraska*
COUNTY OF *Sarpy*

ON THIS *24th* DAY OF *August*, 2011, BEFORE ME A NOTARY PUBLIC, DULY
COMMISSIONED AND QUALIFIED IN AND FOR SAID COUNTY, APPEARED THOMAS G. CROWE,
EXECUTIVE VICE PRESIDENT OF PEDCOR INVESTMENTS, A LIMITED LIABILITY COMPANY
PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSONS WHOSE NAME IS AFFIXED TO
THE DEDICATION ON THIS PLAT, AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE
HIS VOLUNTARY ACT AND DEED, AS SAID OFFICER OF SAID COMPANY.

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

Karen Dillon Roth
NOTARY PUBLIC



APPROVAL OF CITY OF LA VISTA

THIS ADMINISTRATIVE PLAT - LOT SPLIT WAS APPROVED BY THE CITY OF LA VISTA THIS
15th DAY OF *August*, 2011.

ATTEST *Ray J. Douling*
CITY CLERK

Ray J. Douling
MAYOR
CHIEF BUILDING OFFICIAL

Exhibit A

2011-22565

ADMINISTRATIVE PLAT

CIMARRON WOODS REPLAT THREE

LOTS 1 AND 2

LA VISTA, NEBRASKA



E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES

330 NORTH 117TH STREET OMAHA, NE 68154
PHONE: (402) 886-4700 FAX: (402) 886-3388
www.eaegroup.com

Proj No:	P2002.153.013
Date:	6-1-11
Designed By:	MAW
Drawn By:	TRH
Scale:	1" = 100'
Sheet	1 of 1



Exhibit C

Cimarron Terrace Apartment Homes – Phase 3 Operational Statement

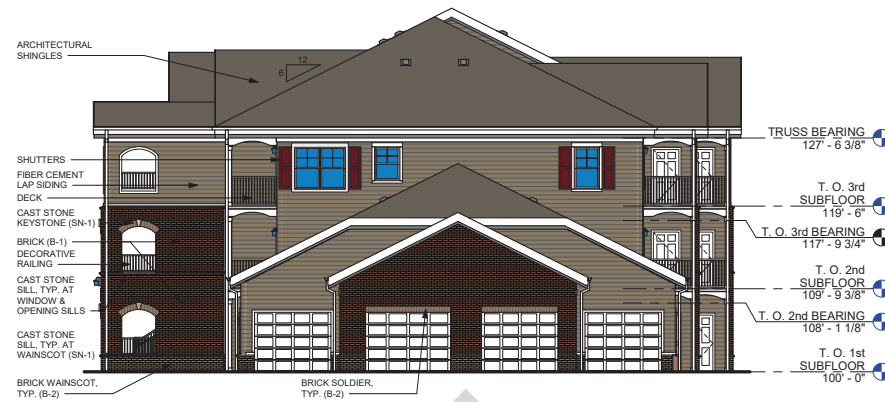
Cimarron Terrace Apartment Comes – Phase 3 will consist of seven residential buildings, providing a total of 138 units (1BR x 36, 2BR x 78, 3BR x 24). This development will also provide a community garden, playground, and seventy-two attached or detached garages.

	1 Bedrooms	2 Bedrooms	3 Bedrooms
Building 8	0	12	6
Building 9	0	12	0
Building 10	0	12	6
Building 11	12	12	0
Building 12	12	12	0
Building 13	12	6	0
Building 14	0	12	12
TOTAL	36	78	24

Surface Parking Stalls:	176
Attached Garages:	48
Detached Garages:	24
Total Parking Spaces:	72



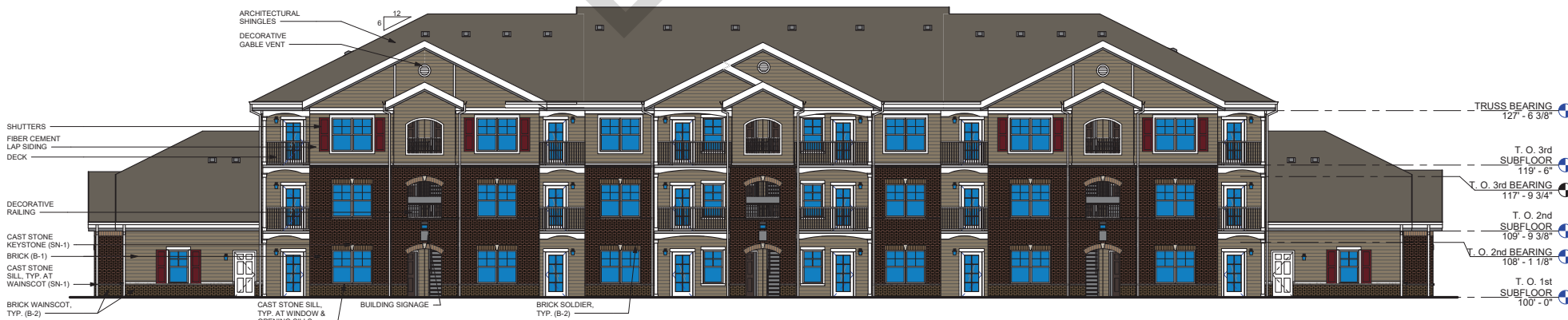
4 BLDG 8 & 10 - TYPE I - SIDE ELEVATION 1
1/8" = 1'-0"



3 BLDG 8 & 10 - TYPE I - SIDE ELEVATION 2
1/8" = 1'-0"



2 BLDG 8 & 10 - TYPE I - REAR ELEVATION
1/8" = 1'-0"



1 BLDG 8 & 10 - TYPE I - FRONT ELEVATION
1/8" = 1'-0"

REFERENCE G-003 FOR GENERAL NOTES
REFERENCE A-101 FOR PLAN LEGEND

MATERIAL LEGEND

- S-1 PREFINISHED FIBER LAP SIDING
JAMES HARDIE WOODSTOCK BROWN
- B-1 FACE BRICK
BRICKCRAFT OLD INDIANA
- B-2 FACE BRICK - WAINSCOT
BRICKCRAFT CRAFT COUNTRYROAD
- SN-1 LIMESTONE ACCENT
BIG CREEK LIMESTONE BUFF
- SH-1 ARCHITECTURAL SHINGLES
GAF TIMBERLINE WEATHERWOOD
- T-1 PREFINISHED FIBER TRIM
JAMES HARDIE WHITE
- SHUTTERS
MID-AMERICA STANDARD RAISED PANEL
#197 BORDEAUX
- KEYSTONE
LIMESTONE ACCENT COLOR

PRINTS ISSUED
06/24/22 PROGRESS SET CD#

REVISIONS:

Exhibit D

rosemann & associates pc
ARCHITECTURE
INTERIOR DESIGN
ENGINEERING
PLANNING

15226 Grand Boulevard
Suite 100-1404
P: 816.472.1448
W: www.rosemann.com
© 2022 Rosemann & Associates, P.C.

DENVER • KANSAS CITY • ST. LOUIS • ATLANTA

CIMARRON TERRACE III

9852 JOSEPHINE CT.
LA VISTA, NEBRASKA 68128

SHEET TITLE
EXTERIOR ELEVATIONS -
BUILDINGS 8 & 10 - TYPE I - 12B6C

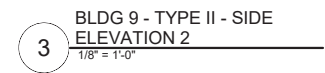
PROJECT NUMBER: 22034

SHEET NUMBER:

A201

PRINTS ISSUED
06/24/22 PROGRESS SET CDs

REVISIONS:



**rosemann
& Associates** P.C.

1526 Grand Boulevard
 Kansas City, MO 64108-1404
 P: 816.477.2446
 W: www.rosemann.com
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ARCHITECTURE
 INTERIOR DESIGN
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 PLANNING

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CIMARRON TERRACE III

9852 JOSEPHINE CT.
LA VISTA, NEBRASKA 68128

SHEET TITLE
EXTERIOR ELEVATIONS -
BUILDING 9 - TYPE II - 12B

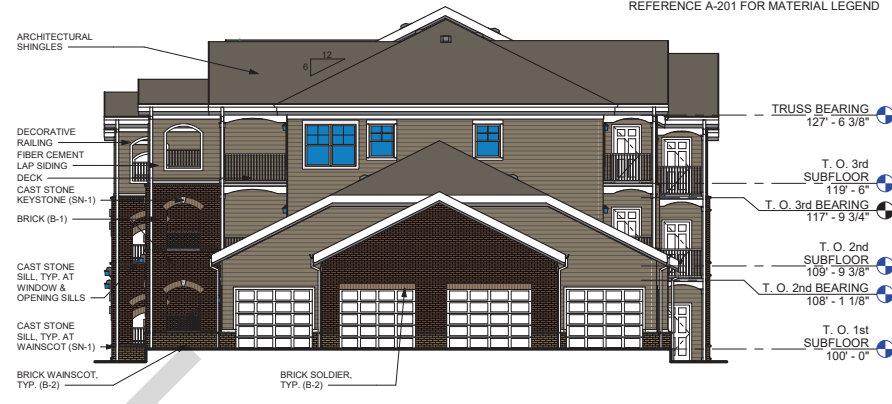
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SHEET NUMBER:

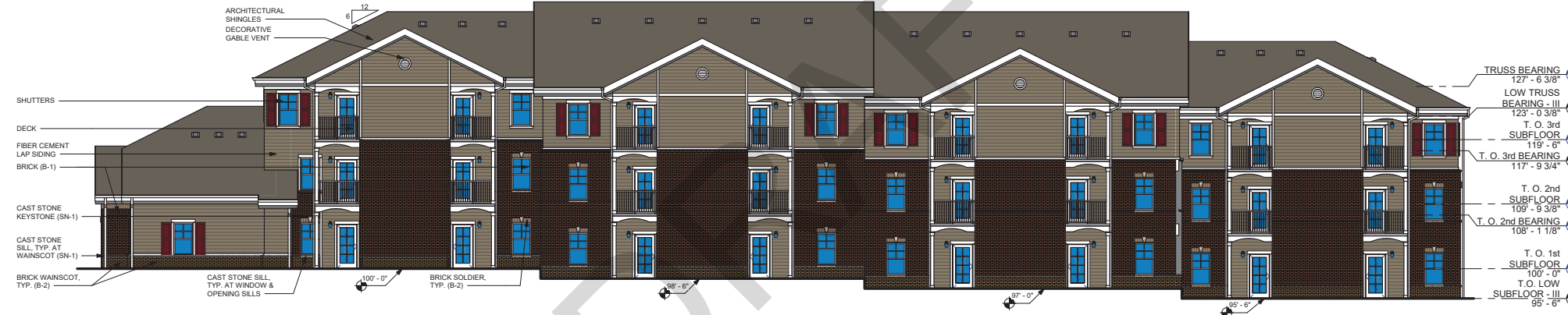
A202



4 BLDG 11 - TYPE III - SIDE ELEVATION 1
1/8" = 1'-0"



3 BLDG 11 - TYPE III - SIDE ELEVATION 2
1/8" = 1'-0"



2 BLDG 11 - TYPE III - REAR ELEVATION
1/8" = 1'-0"



1 BLDG 11 - TYPE III - FRONT ELEVATION
1/8" = 1'-0"

REFERENCE G-003 FOR GENERAL NOTES
REFERENCE A-101 FOR PLAN LEGEND
REFERENCE A-201 FOR MATERIAL LEGEND

PRINTS ISSUED
06/24/22 PROGRESS SET CD#

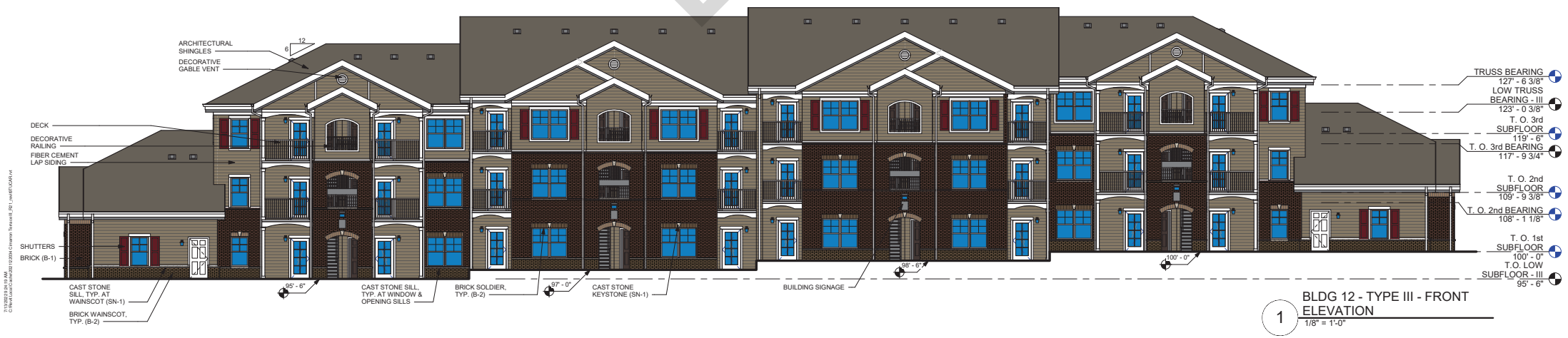
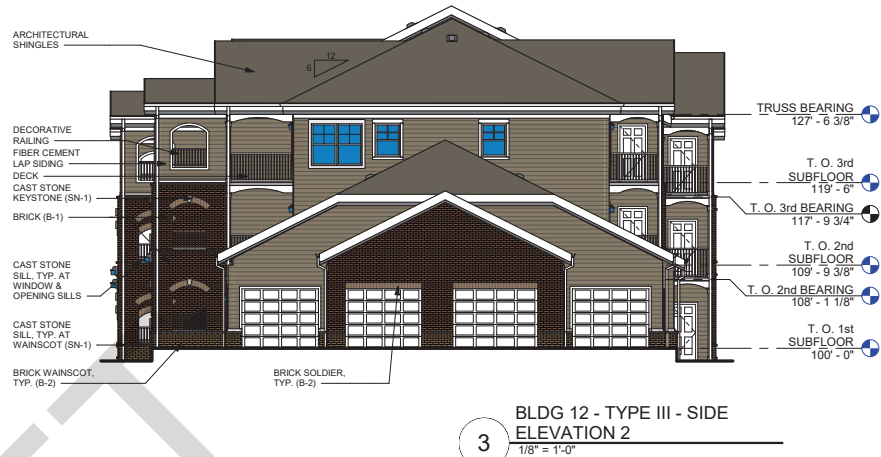
REVISIONS:

rosemann & associates pc
ARCHITECTURE
INTERIOR DESIGN
ENGINEERING
PLANNING
1526 Grand Boulevard
Room 100, Box 1404
P.O. Box 1404
P: 816.472.1448
W: www.rosemann.com
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CIMARRON TERRACE III
9852 JOSEPHINE CT.
LA VISTA, NEBRASKA 68128

SHEET TITLE
EXTERIOR ELEVATIONS -
BUILDING 11 - TYPE III - 12A12B
PROJECT NUMBER: 22034
SHEET NUMBER:

A203

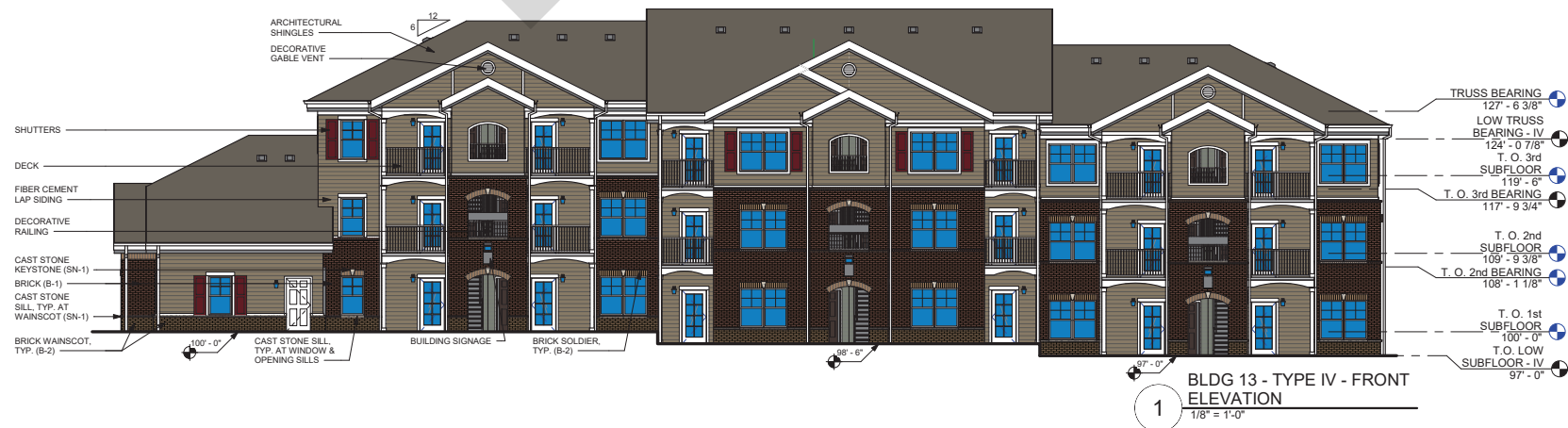
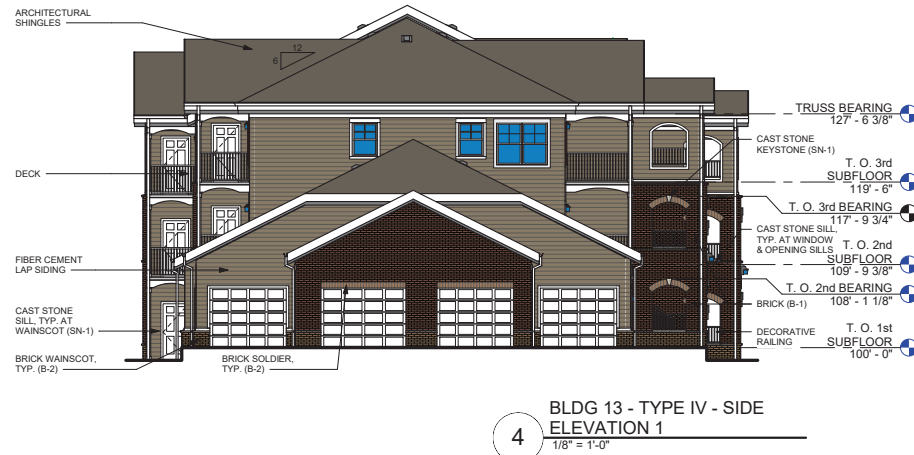


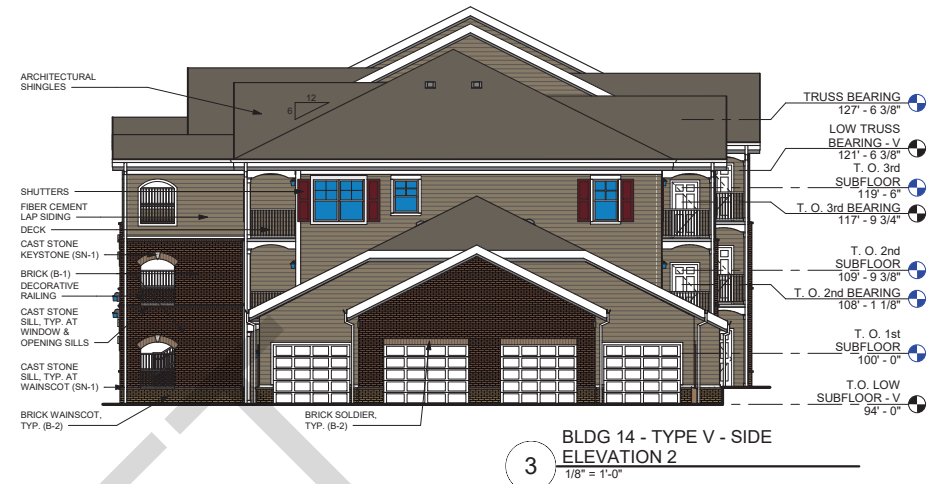
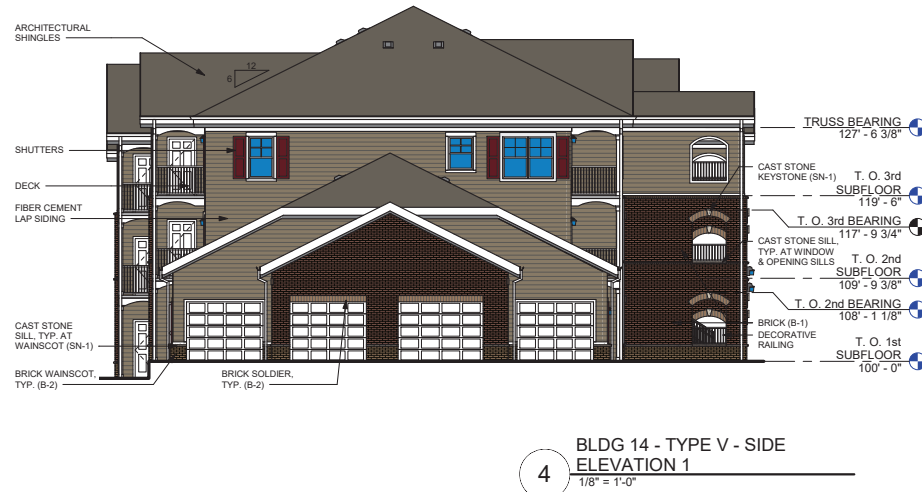
CIMARRON TERRACE III

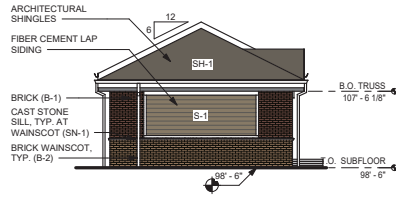
9852 JOSEPHINE CT.
LA VISTA, NEBRASKA 68128

SHEET TITLE
EXTERIOR ELEVATIONS -
BUILDING 12 - TYPE III - 12A12B
PROJECT NUMBER: 22034
SHEET NUMBER:

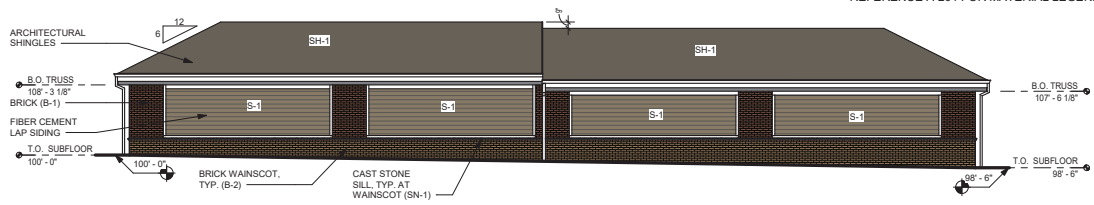
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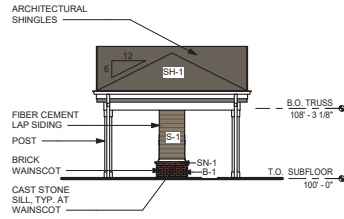




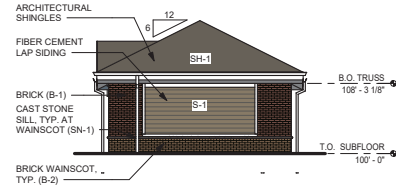
16 GARAGE 8-BAY - TYPE III
- LEFT ELEVATION
1/8" = 1'-0"



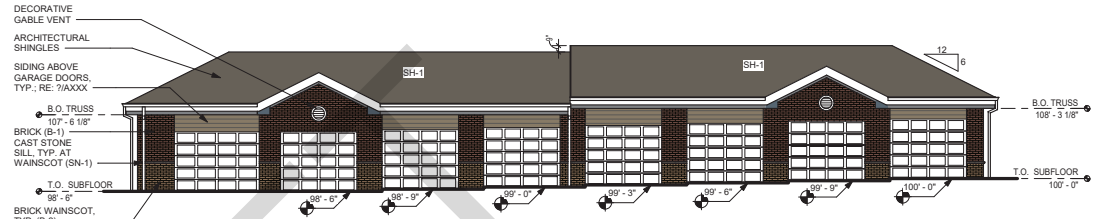
15 GARAGE 8-BAY - TYPE III
- REAR ELEVATION
1/8" = 1'-0"



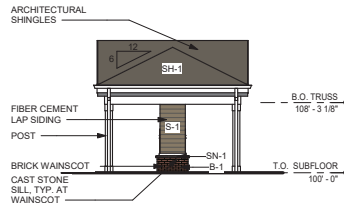
14 MAIL KIOSK ELEVATION
1/8" = 1'-0"



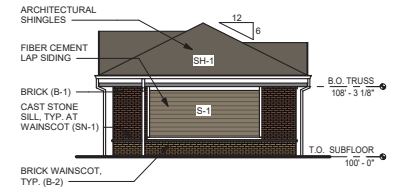
13 GARAGE 8-BAY - TYPE III
- RIGHT ELEVATION
1/8" = 1'-0"



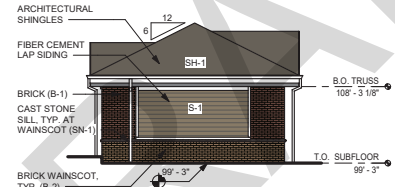
12 GARAGE 8-BAY - TYPE III -
FRONT ELEVATION
1/8" = 1'-0"



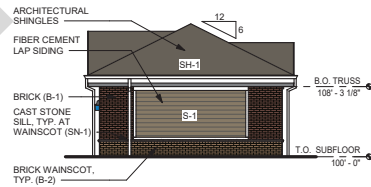
11 MAIL KIOSK ELEVATION
1/8" = 1'-0"



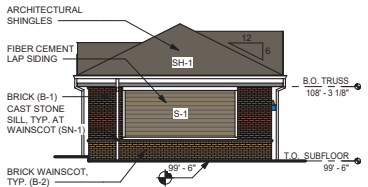
10 GARAGE 4-BAY - TYPE II -
LEFT ELEVATION
1/8" = 1'-0"



9 GARAGE 4-BAY - TYPE II -
RIGHT ELEVATION
1/8" = 1'-0"



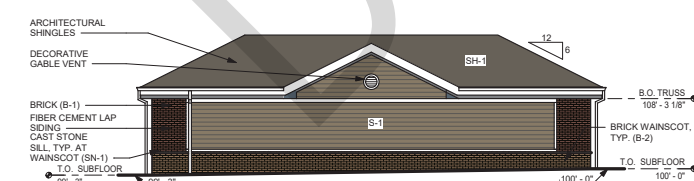
8 GARAGE 4-BAY - TYPE I -
LEFT ELEVATION
1/8" = 1'-0"



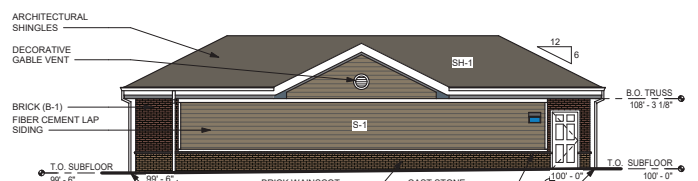
7 GARAGE 4-BAY - TYPE I -
RIGHT ELEVATION
1/8" = 1'-0"



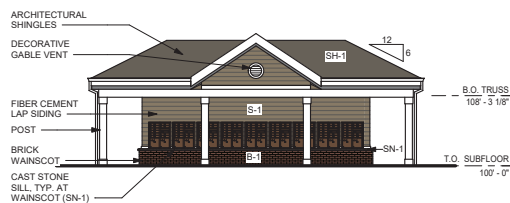
6 MAIL KIOSK - REAR ELEVATION
1/8" = 1'-0"



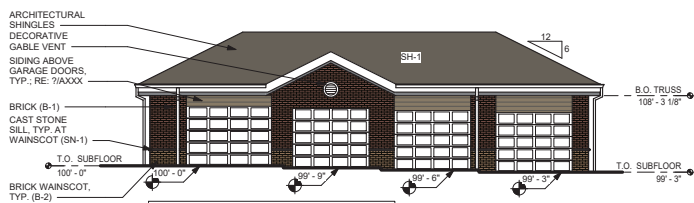
5 GARAGE 4-BAY - TYPE II - REAR ELEVATION
1/8" = 1'-0"



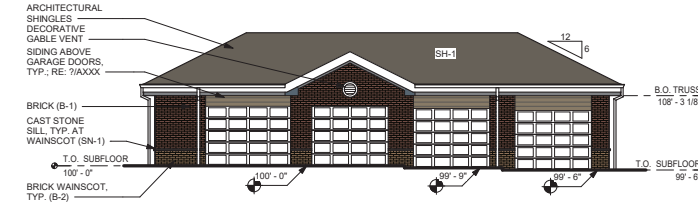
4 GARAGE 4-BAY - TYPE I - REAR ELEVATION
1/8" = 1'-0"



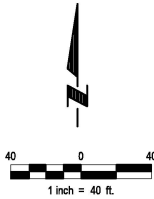
3 MAIL KIOSK - FRONT ELEVATION
1/8" = 1'-0"



2 GARAGE 4-BAY - TYPE II - FRONT ELEVATION
1/8" = 1'-0"



1 GARAGE 4-BAY - TYPE I - FRONT ELEVATION
1/8" = 1'-0"



LEGEND	
	Existing Contours
	Proposed Contours

E & A CONSULTING GROUP, INC.
 Engineering • Planning • Environmental & Field Services
 10038 MB Valley Road, Suite 100 Omaha, NE 68154
 Phone: 402.865.4700 Fax: 402.865.3559
 www.eandagroup.com

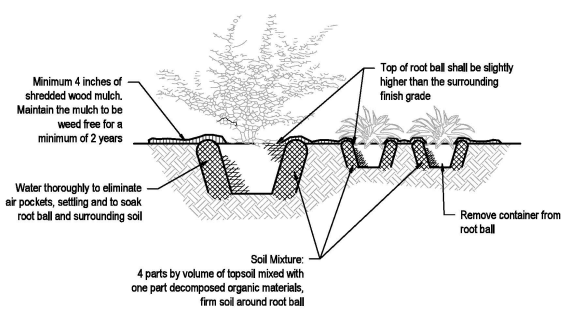


CIMARRON TERRACE APARTMENTS
 SARMY COUNTY, NEBRASKA

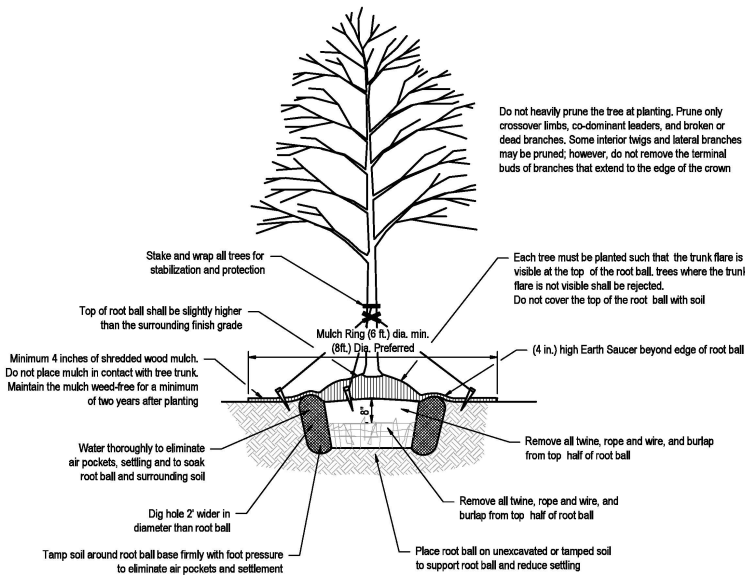
GRADING EXHIBIT

Revisions	
No.	Description
1	Initial Design
2	Final Design
3	Construction
4	As-Built
5	Final

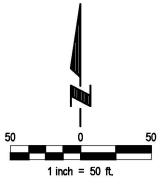
Proj. No.: P2002-153-027	Date: 10/26/2022
Designed By: BLC	Drawn By: ANE
Scale: 1" = 40'	Sheet: 1 of 1



SHRUB & PERENNIAL PLANTING DETAIL
NOT TO SCALE



TREE PLANTING DETAIL - B & B TREE
NOT TO SCALE



PLANT SCHEDULE

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
A	10	Quercus rubra	Northern Red Oak	2"	B&B
B	9	Quercus bicolor	Swamp White Oak	2 1/2"	B&B
C	6	Gleditsia triacanthos 'Skyline'	Skyline Honeylocust	2"	B&B
D	7	Celtis occidentalis 'Prairie Pride'	Prairie Pride Hackberry	2 1/2"	B&B
E	11	Gleditsia triacanthos 'Christie'	Halka Honeylocust	2 1/2"	B&B
F	26	Acer freemanii 'Armstrong'	Armstrong Maple	2"	B&B
G	25	Tilia x flavenscens 'Glenleven'	Glenleven Littleleaf Linden	2 1/2"	B&B
H	11	Pinus flexilis 'Vanderwolf'	Vanderwolf Pine	6'-7'	B&B
I	21	Picea pungens	Colorado Blue Spruce	6'-7'	B&B
J	21	Picea glauca	Black Hills Spruce	6'-7'	B&B
K	21	Juniperus chinensis 'Sea Green'	Sea Green Juniper	5 Gal.	Cont.
L	27	Lilac Palibin (Syringa meyeri)	Palibin Dwarf Lilac	5 Gal.	Cont.
M	154	Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Grass	2 Gal.	Cont.
N	35	Juniperus scopulorum 'Skyrocket'	Skyrocket Juniper	6'-7'	B&B

- LEGEND:
- Areas to be installed with sod & irrigation.
 - Areas to be installed with seed & matting.
 - Areas to be installed with 3" of river rock with weed barrier fabric.

LANDSCAPE NOTES:

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

SODDING NOTES:

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

IRRIGATION NOTES:

- Irrigation bid to include meter pit and city utility fees.
- Irrigate all sodded areas.
- Irrigation controller to be mounted in a steel utility box with hasp for pad lock.
- Irrigation system to be guaranteed for 1 year. Written guarantee to be supplied prior to final payment.
- Irrigation contractor responsible to winterize system one time.
- Contractor to coordinate work with other amenities contractors.

SEEDING NOTES:

- Seeding shall be Superluff II no ryb (sod grower) lateral spread tall fescue kentucky bluegrass mixture from United Seeds, Inc. Planting method and seeding rate shall be 10 lbs per 1,000 sq ft. Seeding dates: March-June, dormant seeding: December-March.
- Matting shall be installed over all seeding areas (S75 - NAG Single Net Straw Matting OR EQUIVALENT).
- Contractor to coordinate work with other amenities contractors.

SL101



MEETING MINUTES
CITY OF LA VISTA PLANNING COMMISSION
8116 PARK VIEW BOULEVARD, LA VISTA, NE 68128
P: (402) 593-6400

THURSDAY, SEPTEMBER 1, AT 6:30 P.M.

The City of La Vista Planning Commission held a meeting on Thursday, September 1, 2022, in the Harold “Andy” Anderson Council Chambers at La Vista City Hall, 8116 Park View Boulevard. 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. The following Planning Commission members were present and absent:

PRESENT: Mike Krzywicki, Gayle Malmquist, Jason Dale, Kathleen Alexander, Patrick Coghlan, Austin Partridge, and Kevin Wetuski

ABSENT: John Gahan, Harold Sargus, and Mike Circo

STAFF PRESENT: Bruce Fountain, Community Development Director; Christopher Solberg, Deputy Community Development Director; Meghan Engberg, Permit Technician; and Pat Dowse, City Engineer.

1. Call to Order

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

2. Approval of Meeting Minutes From May 19, 2022

Motion: *Krzywicki* moved, seconded by *Wetuski*, to **approve** the May 19th, 2022, minutes.

RESULT:	Motion carried 6-1
MOTION BY:	Krzywicki
SECONDED BY:	Wetuski
AYES:	Coghlan, Dale, Krzywicki, Alexander, Malmquist, Wetuski
NAYS:	None
ABSTAINED:	Partridge
ABSENT:	Sargus, Circo, Gahan

3. Old Business

None.

4. New Business

Vote to Switch Agenda Items

i. Recommendation:

Motion: Krzywicki moved, seconded by Wetuski, to switch agenda items.

RESULT:	Motion carried 7-0
MOTION BY:	Krzywicki
SECONDED BY:	Wetuski
AYES:	Coghlan, Dale, Krzywicki, Alexander, Malmquist, Wetuski, Partridge
NAYS:	None
ABSTAINED:	None
ABSENT:	Sargus, Circo, Gahan

A. Conditional Use Permit – Multiple Family Dwellings – Lot 2 Cimarron Woods Replat Three (southeast of the intersection of S. 99th Street and Josephine Street)

i. Staff Report – Chris Solberg, Deputy Community Development Director: Solberg said the applicant, Pedcor LLC, is requesting a conditional use permit for Phase 3 of the Cimarron Terrace Apartments to allow for the construction of 7 additional multi-family apartment buildings with a total of 138 units. The location of the project is southeast of the roundabout at the intersection of S 99th Street, Josephine Ave., and Josephine Street, generally southwest of the intersection of S 96th Street and Harrison Street.

Solberg mentioned that in 2010, the applicant came forward with PUD and conditional use permit applications to start construction of this overall apartment complex. The PUD set forth a site plan that called for all 3 of these phases, the construction of these buildings, and accounted for the traffic generated by the development. In 2011, the applicant obtained the conditional use permit for phase 2 of the apartment complex.

Staff's recommendation is for approval of the Conditional Use Permit for the Cimarron Terrace Apartments Phase 3, subject to satisfaction of all applicable requirements, as the request is consistent with La Vista's Comprehensive Plan and Zoning Ordinance.

ii. Public Hearing: Co-Chair Alexander opened the Public Hearing.

Turner Lesnick delivered a presentation to the Commission and members of the public about Pedcor's operation and the Cimarron Terrace project. Lesnick discussed the history of the Cimarron Terrace project. He spoke about the shared detention pond, parking lot, amenities, and clubhouse over all 3 phases. Lesnick mentioned that phase 3 has 6 fewer units than what was originally approved and that like the other phases, is 100% income-qualified. Lesnick showed renderings of the units.

Brooke Schrock spoke about her concerns dealing with sound, lighting, sight barriers, as well as landscaping, traffic, and environmental concerns. She also requested that a barrier fence be put up between the apartment complex and trail.

Steve Schrade, president of Cimarron Woods Villas, said that the biggest concerns that have been brought up to him are the safety and security of the residents as well as the additional number of people that will be using the trail and splash pad once the apartments are built.

Jay Ferris brought up a letter that was sent to Chris Solberg from Brett Conyers referencing that traffic study that was done in 2008 and 2009 and spoke about the fact the traffic has increased since then. He asked for an updated traffic study to be done. He also asked for additional landscaping or a decorative fence to be placed along the back of the development.

Vicki Quaites-Ferris spoke about her concerns regarding the safety, home value, livability of the existing neighborhood. In reviewing the documents, she felt that the City was only concerned about the plans fitting in with the Comprehensive Plan and not with how the development would affect the existing residents of the Subdivision.

Dale Rozmiarek said that he is concerned about the additional concrete, and the impact of the stormwater runoff back to the creek, and how it will affect the wetlands.

Phil Secan inquired about the possibility of additional access to ease some of the traffic concerns pertaining to the roundabout.

Karen Beard said she is concerned about the influx of people that will be using the trail once the new development is built, and her concern about people who are speeding through the roundabout.

Dan Balis talked about how the additional concrete will add more water runoff and contribute to the flooding of the lower part of the Subdivision that is by the creek.

Jay Ferris came back to the podium to speak about his concerns about the roundabout traffic, and flooding due to runoff.

Vicki Quaites-Ferris came back to the podium and spoke about her concern with the narrowness between her property, the road, and the proposed development.

Dan Balis came back to the podium and mentioned that Pedcor owned the land that the flooding occurred on and would not let the SID come and clean up the clog that was causing the area to flood.

Turner Lesnick addressed the concerns of the residents.

Krzywicki inquired about the landscaping plan and if there was a fence being shown on the southwest corner of the interior road.

Lesnick said it's a 4-5' retaining wall that will have a fence on top of it.

Krzywicki mentioned the concern brought up about putting a fence on the interior road to protect a pedestrian on the walking trail from oncoming traffic and asked if there was any possibility of one being put in.

Lesnick said that hasn't been discussed but mentioned that they had a conversation with City staff on the importance of their site being connected via ADA access points to the trail, and not being cut off by a barrier.

Todd Hinku, talked about the limited space between the street and the walking trail and his concern for the safety of pedestrians.

Larry Jobeun, attorney for the developer, mentioned that the trail is a public trail and is there for the public in its entirety, including the residents of the apartment complex. He spoke about the proximity of the trail and the private road and said that there should be no safety concerns. He also talked about the fact that this development has already been approved through the PUD and the only thing that has changed are the number of units, which have decreased.

Tom Belt spoke about how he feels the proposed development looks like it's too much for the area, and he feels that another apartment complex is unnecessary.

Karen Beard spoke about the need for a landscaping buffer between the complex and subdivision.

Steve Schrade discussed his concerns regarding the public walking trail, the proximity of the public road, and motorized vehicles going on the trail.

Vice-Chair Alexander closed the Public Hearing.

Dale asked if the applicant could explain the stormwater runoff and what is going to be done in the new development to contain the runoff from the concrete that is being added.

Brett Conyers, the project's engineer, said that in the center of the development is a stormwater retention basin that was sized to handle the runoff from the fully developed apartments. It does not handle the stormwater treatment, so they will be installing mechanical devices to treat the stormwater.

Krzywicki mentioned that the landscaping plan is in the packet and that there are a significant number of trees that will be planted along the development.

Coghlan brought up the walking trail and the request to have a fence put up to keep pedestrians safe from street traffic and asked if there was a compromise that could be reached so that people are safe and residents living at the complex could still access the trail.

Larry Jobeun said that his understanding is that the trail has been in a public easement for a long time and the proposed private drive for the phase 3 apartments has always been in that location, so it's tough to move it. He said that it's not any different than a sidewalk along a public street, but would be willing to look at anything that may be done regarding safety.

Partridge asked what the construction timeline looked like.

Conyers said that they are contemplating construction starting in the summer of 2023 and being finished in the summer of 2024. He also mentioned that the plans for the private drive show speed bumps and a 6" curb.

Coghlan said that a lot of concerns have been brought up, and he suggested tabling the item so the HOA and developer could meet and talk about the concerns.

Conyers said that there was public discussion held for the first 2 phases, and there were no major concerns brought up then.

Fountain mentioned that this is not the final vote for this item, that it is a recommendation to the City Council and there will be a public hearing there as well.

iii. Recommendation:

Motion: Malmquist moved, seconded by Krzywicki, for **approval** of the Conditional Use Permit for the Cimarron Terrace Apartments Phase 3, subject to satisfaction of all applicable requirements, as the request is consistent with La Vista's Comprehensive Plan and Zoning Ordinance.

RESULT:	Motion carried 5-2
MOTION BY:	Malmquist
SECONDED BY:	Krzywicki
AYES:	Dale, Krzywicki, Malmquist, Alexander, Partridge
NAYS:	Coghlan, Wetuski
ABSTAINED:	None
ABSENT:	Sargus, Circo, Gahan

B. 2022 Ballot Referendums Discussion – Brenda Gunn, City Administrator

Brenda spoke to the Planning Commission about the two sales tax initiatives that will be on the ballot this upcoming election.

5. Comments from the Floor

None.

6. Comments from the Planning Commission

Krzywicki said that he went on the City website to see if there was any place for road project updates and couldn't find anything. He asked if there was a way to put something on the website so that people could easily see what was going on.

Dowse said that it's something they can look into doing.

Solberg said that they may be able to create a map showing major road projects.

Krzywicki asked if the Nebraska Multi-Sports Complex was still looking at hosting a tournament this fall.

Fountain said that they are wanting to host a tournament at the end of September, and staff are trying to get more information in their bi-weekly meetings.

Krzywicki asked if it was the creek or railroad that cuts through that property and asked if there was any way to put something there for pedestrian access.

Fountain said there is a plan to put pedestrian access under the railroad bridge.

7. Comments from Staff

Solberg mentioned the NPZA Conference and encouraged those wanting to attend to reach out to get signed up to attend.

Solberg said the next meeting will be October 6th.

8. Adjournment

Alexander adjourned the meeting at 8:16 p.m.

Reviewed by Planning Commission:

Planning Commission Secretary

Planning Commission Chair

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 18, 2022 AGENDA

Subject:	Type:	Submitted By:
AMEND LA VISTA MUNICIPAL CODE SECTION 113.55 – 113.63 REPEAL ORDINANCE 1386	RESOLUTION ◆ ORDINANCES (2) RECEIVE/FILE	PAM BUETHE CITY CLERK

SYNOPSIS

Ordinances have been prepared to repeal Ordinance 1386 and adopt an ordinance to correct sections as codified in the La Vista Municipal Code book.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

When Ordinance 1386 was adopted, the municipal code numbers used were already assigned to another section of the code book. When codification was done, the next available numbers in the Municipal Code Book were used.

With the repeal of ordinance 1386 and the adoption of a new ordinance the numbering will be correct on the ordinance and will match the section codified in our Municipal Code Book.

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA REPEALING ORDINANCE NO. 1386 AND PROVISIONS OF THE LA VISTA MUNICIPAL CODE GOVERNING ENHANCED EMPLOYMENT AREAS AND GENERAL BUSINESS OCCUPATION TAXES, USE OF PROCEEDS, AND ADMINISTRATIVE PROVISIONS, AS CODIFIED IN CODE SECTIONS 113.55 THROUGH 113.63; AND PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

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

Section 1. The Mayor and City Council in 2020 by Ordinance No. 1386 ("Initial GBOT Ordinance") authorized enhanced employment areas and general business occupation taxes within substandard and blighted areas and provided for use of proceeds and administrative provisions, as codified in La Vista Municipal Code sections 113.55 through 113.63.

Section 2. The Mayor and City Council of the City of La Vista desire to authorize enhanced employment areas and general business occupation taxes within or outside of substandard and blighted areas. A separate Ordinance is presented at this Council meeting for this purpose ("New GBOT Ordinance"). The New GBOT Ordinance will replace and supersede the Initial GBOT Ordinance, as codified in sections 113.55 through 113.63. Accordingly, the Mayor and City Council desire to repeal the Initial GBOT Ordinance contemporaneously with enactment of the New GBOT Ordinance.

Section 3. Ordinance No. 1386 and applicable provisions of the La Vista Municipal Code, as codified in Sections 113.55 through 113.63, are hereby repealed in their entirety, effective contemporaneously with the New GBOT Ordinance. Provided, however, any Ordinance or other action of the Mayor and City Council before the effective date of this Ordinance approving, enacting or otherwise in connection with an enhanced employment area or general business occupation tax within a substandard and blighted area shall remain in effect pursuant to applicable provisions of Nebraska Statutes and the New GBOT Ordinance.

Section 4. Severability. 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 hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 5. Publication. This Ordinance shall be published in a legal newspaper in or of general circulation within the City or in pamphlet form in accordance with applicable law, as determined by the City Clerk to be in the best interests of the City and its residents.

Section 6. Ordinance Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication in accordance with applicable law.

PASSED AND APPROVED THIS ____ DAY OF _____, 20____.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ENACTING PROVISIONS OF THE LA VISTA MUNICIPAL CODE GOVERNING ENHANCED EMPLOYMENT AREAS AND GENERAL BUSINESS OCCUPATION TAXES WITHIN OR OUTSIDE SUBSTANDARD AND BLIGHTED COMMUNITY REDEVELOPMENT AREAS, USE OF PROCEEDS, AND ADMINISTRATIVE PROVISIONS, TO BE CODIFIED IN CODE SECTIONS 113.55 THROUGH 113.62;; REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY, PUBLICATION, AND AN EFFECTIVE DATE.

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

I. ENACTMENT OF SECTIONS 113.55 THROUGH 113.62 OF THE LA VISTA MUNICIPAL. Sections 113.55 through 113.62 of the La Vista Municipal Code are hereby adopted and approved as follows:

“ENHANCED EMPLOYMENT AREAS AND GENERAL BUSINESS OCCUPATION TAXES

113.55 Definitions. For purposes of sections 113.55 through 113.62, the following definitions shall apply, unless the Act or context clearly indicates or requires a different meaning.

- a. **Act** means Neb. Rev. Stat. §§18-2101 through 18-2155. References to the Act or any other Nebraska Statutes shall be deemed to mean the Act or such other statutes as amended from time to time.
- b. **Agency** means the La Vista Community Development Agency.
- c. **Authorized work** means permissible purposes for proceeds of general business occupation taxes within enhanced employment areas that are not blighted and substandard community redevelopment areas, pursuant to Neb. Rev. Stat. Section 18-2142.04.
- d. **Bond:**
 - i. In connection with levies of general business occupation taxes within enhanced employment areas that are within community redevelopment areas, has the meaning provided in the Act, including without limitation Neb. Rev. Stat. Section 18-2103; and
 - ii. In connection with levies of general business occupation taxes within enhanced employment areas that are outside community redevelopment areas, has the meaning provided in Neb. Rev. Stat. Section 18-2142.04.
- e. **City** means the City of La Vista and areas within the corporate limits of the City of La Vista, as may be adjusted from time to time.
- f. **City Clerk** means the City of La Vista City Clerk.

- g. **Community redevelopment area** has the meaning provided in Neb. Rev. Stat. Section 18-2103.
- h. **Director** means the City of La Vista Finance Director or her or his designee.
- i. **Engaged** in means to conduct, offer to the public, carry on, or take part in the operation of a business or other activity as owner, operator, or agent in which products or services are sold, leased, or rented for purposes other than resale, sublease, or subrent. Not in limitation of the immediately preceding sentence, renting or using a facility, place or premises for a taxable activity as a promoter, operator, producer, one-time event, part-time, full-time, or otherwise, shall be considered to be engaged in a business and taxable activity.
- j. **Enhanced employment area** means an area not exceeding six hundred acres:
 - i. Within a community redevelopment area, as described in Neb. Rev. Stat. § 18-2103(11)(a), or
 - ii. Not within a community redevelopment area, as described in Neb. Rev. Stat. § 18-2103(11)(b).

An enhanced employment area shall be designated by resolution, ordinance, or other action of the Agency or City, as appropriate under the circumstances.

- k. **General business occupation tax** means a tax imposed pursuant to the authority granted by sections 113.55 through 113.62 or the Act, including without limitation Neb. Rev. Stat. Section 18-2142.02 and 18-2142.04.
- l. **Person** means any natural person, individual, firm, partnership, association, joint-stock company, association, organization, limited liability company, corporation, or entity of any kind or character engaging in any activity that is subject to a general business occupation tax imposed pursuant to sections 113.55 through 113.62 or the Act, including Neb. Rev. Stat. Section 18-2142.02 or 18-2142.04.
- m. **Redevelopment project** has the meaning provided in Neb. Rev. Stat. Section 18-2103.
- n. **Taxpayer** means any person engaged in a business or activity required to pay a tax imposed in accordance with sections 113.55 through 113.62 or the Act, including Neb. Rev. Stat. Section 18-2142.02 or 18-2142.04.

113.56 General Business Occupation Taxes Authorized.

- a. Neb. Rev. Stat. §18-2142.02 and §18-2142.04 authorize the City to levy general business occupation taxes within enhanced employment areas that are within or outside blighted and substandard community redevelopment areas.
- b. The City Council determines that it is necessary, desirable, advisable, and in the best interests of the City to periodically impose and levy general business occupation taxes within designated enhanced employment areas pursuant to

Neb. Rev. Stat. §18-2142.02 or §18-2142.04, as from time to time approved by the City Council.

- c. The City hereby authorizes the levy of general business occupation taxes from time to time as follows:
 - i. **Within Community Redevelopment Areas.** Pursuant to applicable Nebraska Statutes including without limitation Neb. Rev. Stat. §§ 18-2103 and 18-2142.02, upon the businesses and users of space within designated enhanced employment areas that are within blighted and substandard community redevelopment areas for the purpose of paying all or any part of the costs and expenses of any redevelopment projects within such enhanced employment areas, or debt service or other costs or expenses in connection with any bonds for such purposes as described in subsection 113.55(d)(i) and stating such occupation taxes as an available source for payment; or
 - ii. **Outside Community Redevelopment Areas.** Pursuant to applicable Nebraska Statutes including without limitation Neb. Rev. Stat. § 18-2142.04, upon the businesses and users of space within designated enhanced employment areas that are not within blighted and substandard community redevelopment areas for the purpose of paying all or any part of the costs and expenses of authorized work within such enhanced employment areas, or debt service or other costs or expenses in connection with any bonds described in subsection 113.55(d)(ii) the proceeds of which are expended for or allocated to authorized work.

Assessment, levy, collection, and use of proceeds of taxes pursuant to sections 113.55 through 113.62 shall be specified by ordinance.

- d. Any such tax shall be for revenue purposes. The collection of such a tax shall be made and enforced in such a manner as the City Council shall by ordinance determine to produce the required revenue.
- e. General business occupation taxes pursuant to sections 113.55 through 113.62 and applicable Nebraska Statutes, including without limitation Section 18-2142.02 or 18-2142.04, shall be imposed upon such businesses or users of space within such enhanced employment areas, at such times and rates, based on such classifications of businesses, users of space or transactions, for such purposes and periods of time, and subject to such other terms and conditions, as from time to time specified by the City Council. Unless otherwise specified by the City Council in connection with a particular general business occupation tax or enhanced employment area, or otherwise by ordinance, taxes shall be payable each calendar month.
- f. Any taxes imposed pursuant to sections 113.55 through 113.62 shall be taxes on the taxpayers for the privilege of engaging in particular occupations within the City. A person engaged in an activity that is subject to a general business occupation tax may elect to itemize the tax levied and pass the cost of the tax through to customers or purchasers on bills, receipts, or other invoices. Provided, however, any such itemization, billing, invoicing, or other actions to pass the cost of the tax through to customers or purchasers shall not be required and shall not alter responsibility for the tax. Persons engaged in a

taxable activity shall remain solely liable for a tax imposed pursuant to sections 113.55 through 113.62, notwithstanding whether or not passing the cost of the tax through to customers or purchasers is attempted or accomplished.

- g. Taxes imposed pursuant to sections 113.55 through 113.62 shall be subject to any applicable State or local laws, rules or regulations as adopted or amended from time to time.

113.57 Taxes Cumulative

- a. Except as expressly stated to the contrary in any applicable contract, ordinance, resolution, or statute, any tax pursuant to sections 113.55 through 113.62 shall be in addition to all other fees, taxes, excises, costs, expenses, or other charges levied or imposed pursuant to any contract, any other provisions of this code or ordinances of the City from time to time, or any other fees, taxes, excises, costs, expenses, or other charges imposed by any federal, state or local government. Payment of the tax imposed pursuant to sections 113.55 through 113.62 shall not relieve a person paying the same from payment of any other tax or amount now or hereafter due or owing. To specify and not limit the foregoing, occupation taxes imposed pursuant to this article or otherwise by the City shall be cumulative except where otherwise expressly provided to the contrary.
- b. Provided, however, operation of a cable television system pursuant to a franchise agreement or operation of a keno lottery game pursuant to an operating agreement with the City shall not be subject to general business occupation taxes under sections 113.55 through 113.62.

113.58 Term

Any general business occupation taxes imposed pursuant to sections 113.55 through 113.62 shall commence and remain in effect for such period as specified by the City Council; provided, however, a general business occupation tax at a minimum shall remain in effect so long as the City has bonds outstanding which state such occupation tax as an available source for payment.

113.59 Use of Revenues

Proceeds of any tax imposed pursuant to sections 113.55 through 113.62 shall be used for the purpose of paying all or any part of the costs and expenses within the designated enhanced employment area as authorized by the City in accordance with applicable requirements of sections 113.55 through 113.62 or Nebraska Statutes, including without limitation Neb. Rev. Stat. Section 18-2142.02 or 18-2142.04.

113.60 Return

- a. Unless otherwise specified by the City Council in connection with a particular general business occupation tax and enhanced employment area, each and every person engaged in an activity that is subject to a general business occupation tax for any period of time shall prepare and file with the City Administrator or City Administrator's designee a return for each calendar month and at the same time pay to the City the tax imposed for such month. The return

shall be on and in such form and content and include such supporting data as may be prescribed by the City Administrator or City Administrator's designee from time to time, and shall be verified and sworn to by an authorized officer of the taxpayer, and shall be filed with the City Administrator or City Administrator's designee on or before the last day of the month immediately after the month following receipt of any gross receipts included for purposes of calculating the tax. Returns and tax payments shall be filed and paid (i) by hand delivery or by United States mail, properly addressed, postage prepaid and postmarked no later than the last day of the appropriate month, or (ii) by electronic filing and payment by Automated Clearing House or Credit Card no later than the last day of the appropriate month, and in accordance with such procedures as prescribed by the City Administrator or the City Administrator's designee from time to time.

- b. As reimbursement for any additional administrative costs and expenses connected with the tax, a taxpayer at the time of each tax payment may elect to deduct, withhold, and retain from such payment two percent (2%) of the amount that is otherwise due and payable to the City ("Administration Allowance"). Any payment that is made without reduction for the Administration Allowance shall be deemed an irrevocable election by the taxpayer to forego the Administration Allowance with respect to that payment

113.61 Administration; Remedies

Except as otherwise provided in sections 113.55 through 113.62 or any subsequent ordinance, general business occupation taxes shall be administered in accordance with, and any remedies shall be as provided in, Code sections 113.25 through 113.31.

113.62 Construction

In accordance with the Act, powers conferred by sections 113.55 through 113.62, levy of any general business occupation taxes pursuant to authority granted by sections 113.55 through 113.62, and authority to issue any bonds secured by or payable from any general business occupation tax receipts, shall be additional and supplemental to, independent of and separate from any other occupation taxes or laws, and considered complete and independent and not amendatory or limited by any other provision of law. All provisions of sections 113.55 through 113.62 and grants of power, authority, rights or discretion herein, and any related documents, instruments or actions of the City, Agency, or other proper authority arising out of such sections, shall be liberally construed, and all incidental powers necessary to carry into effect said provisions are hereby expressly granted and conferred. Sections 113.55 through 113.62 shall be full authority for the powers herein granted, and no action, proceeding or election shall be required to exercise or carry out any such provisions. If any provisions of sections 113.55 through 113.62 are inconsistent with any other provisions of the Municipal Code or ordinances, the provisions of sections 113.55 through 113.62 shall control with respect to general business occupation taxes described in such sections. Terms used in sections 113.55 through 113.62 shall have the meanings as provided in the Act, except as otherwise expressly provided in such sections.

II. REPEAL OF CONFLICTING PROVISIONS. Ordinance Number 1386 and previously enacted provisions of the La Vista Municipal Code governing enhanced employment areas,

general business occupation taxes, use of proceeds, and administrative provisions codified in Code sections 113.55 through 113.63 are being repealed by separate Ordinance contemporaneously with this Ordinance. Provided, however, any Ordinance or other action of the Mayor and City Council before the effective date of this Ordinance that approved or enacted an enhanced employment area or general business occupation tax within a substandard and blighted area pursuant to Code sections 113.55 through 113.63 and Ordinance No. 1386 is ratified and shall remain in effect pursuant to provisions of the Act and this Ordinance, as applicable under the circumstances.

III. SEVERABILITY. 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 they would have passed and approved this Ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

IV. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall be published in a legal newspaper in or of general circulation within the City or in pamphlet form in accordance with applicable law, as determined by the City Clerk to be in the best interests of the City and its residents, and shall be in full force and effect from and after its passage, approval and publication in accordance with applicable law.

PASSED AND APPROVED THIS _____ DAY OF _____, _____.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 18, 2022 AGENDA**

Subject:	Type:	Submitted By:
IMPROVEMENTS AGREEMENT – NEBRASKA MULTI-SPORT COMPLEX	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRUCE FOUNTAIN COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution has been prepared to consider an improvements agreement with Omaha Multi-Sport Complex doing business as Nebraska Multi-Sport Complex (NMSC) that among other things provides for required public improvements to be constructed in conjunction with their project located generally at the intersection of Eastport Parkway and Giles Road.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

The developer, NMSC, is constructing a premier regional multi-sport complex and related facilities in which Phase I includes twelve lighted, synthetic turf athletic fields, a concession stand and restroom facility, additional portable or temporary restroom facilities, and such drives, parking areas, pedestrian walkways, and other facilities to be used to support events held at the complex. Phase II of the complex is to include an indoor fieldhouse, outdoor/indoor tennis courts, and additional permanent restroom/concessions facilities to replace the portable or temporary restroom facilities provided in Phase I. Within five years of completion of Phase I at the latest, the developer shall also pave the parking and drive areas and install permanent parking lot light fixtures.

In conjunction with the development, certain public infrastructure improvements will be required to be completed by the developer including traffic, street, and pedestrian access improvements. The improvements agreement specifies the details and requirements of those infrastructure improvements.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN IMPROVEMENT AGREEMENT IN CONNECTION WITH MULTISPORT RECREATIONAL FACILITY GENERALLY NORTH AND EAST OF GILES ROAD AND EASTPORT PARKWAY.

WHEREAS, the City Council, on April 19, 2022 approved a Conditional Use Permit for a private recreational facility to be constructed, owned, and operated by Omaha Multi-Sport Complex, a Nebraska nonprofit corporation d/b/a Nebraska Multisport Complex, ("Nebraska Multisport") upon the following described tract of land within the City of La Vista: Tax Lots 11 and 15, together with all of Tax Lot 2A and parts of Tax Lots 2B1 and 3 lying North and West of railroad right-of-way, together with Northwestern part of Tax Lot 1A1B and the Northwestern part of Tax Lots 2B1 and 3 lying South and East of railroad right-of-way, all located in Section 17, Township 14 North, Range 12 East, of the 6th P. M., subject to certain conditions; and

WHEREAS, The City and Nebraska Multisport desire to execute and enter an improvement agreement ("Improvement Agreement") in connection with such complex and other developments on adjacent lots.

NOW THEREFORE, BE IT RESOLVED, a proposed Improvement Agreement ("Agreement") is presented with this Resolution for consideration of the City Council, which Agreement is approved in form and content presented, subject to any additions, subtractions, or modifications as the Mayor or City Administrator or his or her designee determines necessary or appropriate before the Agreement is executed, the final form and content of which Agreement the Mayor is authorized to execute and deliver on behalf of the City.

BE IT FURTHER RESOLVED, that the Mayor or City Administrator or his or her designee shall be authorized to take any actions on behalf of the City as he or she determines necessary or appropriate to carry out the Agreement or actions approved in this Resolution.

PASSED AND APPROVED THIS 18TH DAY OF OCTOBER 2022

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

IMPROVEMENT AGREEMENT

This Improvement Agreement ("Agreement") is entered into as of the Effective Date specified in Section 21 below by and between the City of La Vista, a Nebraska municipal corporation, ("City") and Omaha Multi-Sport Complex, a Nebraska nonprofit corporation d/b/a Nebraska Multisport Complex ("NMSC").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Property. NMSC owns certain real property described or depicted on Exhibit 1 attached hereto ("Property").

2. Project NMSC at its cost on the Property will design, construct, equip, own, manage, operate, maintain in good and working condition and repair and periodically upgrade and provide such replacements as necessary or appropriate for a premier regional multisport complex and related facilities, as initially described in connection with NMSC's application and award under the City's Economic Development Program, and further defined to include improvements described or depicted in this Agreement, and meeting or exceeding applicable standards for premier regional sports complexes within 500 miles, the first phase ("Phase I") of which shall include without limitation twelve lighted synthetic turf athletic fields ("Fields") that are equipped to operate as twelve baseball fields and as twelve soccer fields, one of which shall be a championship field specifically designed for soccer and include bleacher spectator seating for up to 800, one permanent building containing concession stands and restrooms, additional portable or temporary restroom facilities, and such drives, parking areas, pedestrian walkways, and other facilities to be used in connection with the Fields or to support events held at the complex, at a total estimated cost of \$25,300,000 to construct and equip Phase I, excluding land costs. The second phase ("Phase II") of the complex to be constructed at the sole cost and expense of NMSC (i) shall include an indoor fieldhouse, outdoor/indoor tennis courts, and additional permanent restroom/concession facilities as required by the Mayor or City Administrator and replacing portable or temporary restroom facilities in Phase I and (ii) at the completion of construction of Phase II, or within five years of completion of Phase I at the latest, the paving of parking and drive areas and

After recording please return to:
Fitzgerald Schorr, PC, LLO
Attn: Tom McKeon
200 Regency One
10050 Regency Circle
Omaha, NE 68114

installation of permanent parking lot light fixtures in all phases will be completed. Such complex and related facilities of Phase I and Phase II, as approved by the City from time to time in accordance with applicable laws and regulations, shall be referred to herein as the "NMSC Project". Development, construction, and operation of one or more hotels of a highly ranked national brand satisfactory to the Mayor or City Administrator on an adjacent parcel within a designated enhanced employment area as described in section 19 that includes some or all of the NMSC Project also is contemplated ("Hotel Project(s)") in conjunction with the NMSC Project. One or more amendments to this Agreement or separate agreements with the City shall be required of the parties to any Hotel Project(s) before proceeding; provided, however, terms and conditions of this Agreement shall apply to any Hotel Project(s) within the Property, as successor(s) of NMSC, and terms and conditions of Sections 19 and 20 shall apply to, and consent described in subsection 21(u) shall be required of, any other Hotel Project(s) included with Property within an enhanced employment area, and to its owners and operators.

The NMSC Project shall be constructed, equipped, operated, and maintained in accordance with all applicable plans, specifications, and other documents and instruments submitted by or on behalf of NMSC and finally approved by, or in connection with any approval of, the City Council, Mayor, City Administrator, or City Engineer of the City, or any designee of the City Council or any such person, subject to such additions, subtractions, or modifications as the City Council or any such person or designee determines necessary or appropriate.

The NMSC Project will be constructed, open for business and operating in accordance with timeframes specified in the Economic Development Program Agreement between NMSC and City ("EDP Agreement") under the City of La Vista Economic Development Program ("EDP") in connection with the award to NMSC under the EDP with respect to Phase I of the NMSC Project ("EDP Award"). NMSC shall continuously and without interruption operate and maintain the NMSC Project in accordance with this Agreement and applicable standards of premier regional sports complexes within 500 miles. As a condition of this Agreement, NMSC shall establish before a building permit is issued, and annually fund, a capital maintenance, replacement, and repair schedule and reserve satisfactory to the City Engineer for the NMSC Project, and provide such maintenance, replacements and repairs as scheduled to ensure the NMSC Project continues to meet or exceed applicable standards. Any proposal to transfer, convey, cease, materially reduce, or change improvements, operations, ownership or use of the NMSC Project or Property shall require prior approval of the Mayor and City Council.

Obligations of NMSC with respect to the NMSC Project, including without limitation required construction, ownership, operation, maintenance, replacements and repairs, are material inducements for the City to enter and undertake obligations under this Agreement or otherwise in connection with the NMSC Project, including without limitation implementation of the general business occupation tax described in Section 19 below, and the EDP Award.

3. Platting. NMSC from time to time shall prepare and submit for review and approval any plats as the City Engineer from time to time determines necessary or appropriate with respect to the Property, NMSC Project, any Hotel Project(s) on the Property, or any improvements or infrastructure to be constructed in connection with the NMSC Project or any such Hotel Project(s), including without limitation one or more plats subdividing the Property into separate lots or parcels, dedicating any public right of way, or specifying any other boundaries, information, or requirements as the City Engineer determines necessary or appropriate (together "Plats" or separately "Plat"), which Plats shall be in form and content satisfactory to the City Engineer and subject to such review and approval as required by applicable requirements as adopted, enacted or amended from time to time ("Applicable Requirements"), including without limitation applicable laws, rules, regulations, standards, policies, or procedures of the City. Not in limitation of the foregoing sentence, Plats shall incorporate any additions, subtractions, or modifications as required in connection with any review or approval of the City. If a Plat is recorded in connection with the NMSC Project or any Hotel Project(s) on the Property and construction of the NMSC Project or Hotel Project(s)

does not commence within the time required by Section 2 above or otherwise agreed by NMSC and City, the Plat at the election of the City Engineer shall be vacated and the parties immediately shall take all actions as necessary or appropriate to vacate and file the vacated Plat or other evidence of such vacation with the Sarpy County Register of Deeds to the satisfaction of City Engineer.

4. Site Plans. NMSC from time to time shall prepare and submit for review and approval such site plans as the City Engineer determine necessary or appropriate for the Property, NMSC Project, any Hotel Project(s) on the Property, or improvements or infrastructure to be constructed in connection with the NMSC Project or any such Hotel Project(s) (together "Site Plans" or separately "Site Plan") A proposed Site Plan for the NMSC Project is attached as Exhibit 4 ("NMSC Site Plan"). The NMSC Site Plan shall be subject to such review and approval as required by Applicable Requirements and incorporate such additions, subtractions, or modifications as required in connection with such review or approval.

5. Building Permits; Preconditions. City approval of a final NMSC Site Plan, Site Plan for any Hotel Project(s) on the Property, and any applicable Plat or conditional use permit shall be required before the City issues a building permit in connection with the NMSC Project, any such Hotel Project(s), or improvements to which the Site Plan, Plat, or conditional use permit relates, in addition to any other requirements or conditions of Applicable Requirements or specified by the City Engineer.

6. Improvements. NMSC at its sole cost and expense shall construct or provide for the construction of the following public improvements or infrastructure ("Improvements") in connection with the NMSC Project

- a. Public Street Improvements. NMSC at its sole cost and expense shall design, construct and dedicate to the City as public right of way public street improvements initially described or depicted in Exhibit 6(a), to be constructed of such materials and within such timeframes and in accordance with such plans and specifications as satisfactory to the City Engineer, as indicated by him or her in writing before the work commences.
- b. Sidewalks. Sidewalks initially described or depicted in Exhibit 6(b) shall be constructed by NMSC at its sole cost and expense within such timeframes as specified by the City Engineer in connection with development of the NMSC Project and Property; provided, however, sidewalks on, adjacent to, or determined by the City Engineer to be necessary or appropriate in connection with development or use of a particular part of the NMSC Project or Property shall be completed no later than completion or use of such part of the NMSC Project or Property, whichever occurs first. NMSC at all times shall maintain such sidewalks in good and working condition and repair at its sole cost and expense.
- c. Storm Sewers. NMSC at its sole cost and expense shall construct all required storm sewer improvements within, serving, or otherwise necessitated by or connected with the NMSC Project or development of the Property, including without limitation all sewers, inlets, manholes, junction boxes, flared end sections, appurtenances and facilities to collect, hold, and transport storm water within and beyond the Property, as initially described or depicted in Exhibit 6(c). Lot or parcel owners at all times shall maintain such sewers in good and working condition and repair at their sole cost and expense.
- d. Sanitary Sewers. NMSC at its sole cost and expense shall construct all sanitary sewer improvements within, serving, or otherwise necessitated by or connected with the NMSC Project or development of the Property, as initially described or depicted, and within such timeframes as specified, in Exhibit 6(d).
- e. Water and Electrical. NMSC at its sole cost and expense shall construct or cause construction of all water, electrical or other distribution systems or utilities within, serving, or otherwise necessary for or in connection with the NMSC Project or development of the Property.

- f. Other Improvements. NMSC at its sole cost and expense shall construct or provide for construction of all other work or improvements within, serving, or otherwise necessitated by or connected with the NMSC Project or development of the Property, including without limitation all grading, landscaping, wetlands mitigation, and extensions, distribution or location of gas or other utilities, telephone or other communications or services to, on, in, over, or under the Property, and all GBOT Public Improvements described in Section 19 below.

Improvements initially described or depicted in this Section 6 shall be designed, constructed and equipped in accordance with Applicable Requirements, and such final designs, contracts, plans, and specifications as approved in advance by the City Engineer, subject to any additions, subtractions, or modifications as the City Engineer determines necessary or advisable. The final design, location, dimensions, plans, specifications, and timing of and for each of the above described Improvements are subject to review and approval of the City Engineer before a contract for construction or acquisition of such Improvements is awarded. Not in limitation of the foregoing, any initial plans referenced in this Agreement shall be subject to such additions, subtractions, modifications, and approvals as the City Engineer determines necessary or appropriate to his or her satisfaction. NMSC will comply with and incorporate into all contracts for any public improvements described or depicted in this Section 6, as determined by the City Engineer, ("Public Improvements") provisions required by the City Engineer or any Applicable Requirements pertaining to construction of such Public Improvements, including without limitation any applicable testing requirements. Provided, however, if there is any conflict or ambiguity between or among any Applicable Requirements, the higher or greater requirement, standard, quality, or quantity shall control. All Public Improvements shall be owned by the City effective upon completion in accordance with Applicable Requirements and issuance of certificate(s) or such other evidence of completion to the satisfaction of the City Engineer. NMSC shall execute and deliver to the City for filing with the Sarpy County Register of Deeds such plats, deeds, or instruments of conveyance as the City Engineer determines necessary or appropriate to dedicate or convey any Public Improvements to the City and use of the general public, subject to satisfaction of any requirements of Applicable Law in connection with any such dedication or conveyance. Unless otherwise expressly provided in this Agreement or agreed by the City from time to time, NMSC at its sole cost and expense shall maintain all Improvements in neat, clean, good and working order, condition and repair, and perform or provide for any required upgrades, repairs, replacements, reconstruction or any other work of or connected with the Improvements, in accordance with Applicable Requirements.

7. Drainage Calculations and Map. Before any building permit or Plat is issued or released to NMSC or for any Hotel Project(s) on the Property by City, NMSC shall provide drainage calculations and a drainage map for the Property which shall demonstrate the necessary requirements to convey major storm sewer events, meaning any hundred year flood event, over the surface of the Property, and shall execute and deliver any required easements, which drainage calculations, drainage map and easements shall be in form and content satisfactory to the City's Engineer.

8. Storm Water Management Plan. NMSC, at its sole cost and expense, will comply with applicable requirements regarding storm water quality, storm water management, and weed and erosion control to the satisfaction of the City Engineer. Not in limitation of the foregoing sentence, post-construction storm water management features and related appurtenances shall be constructed on the Property as shown on the Post Construction Storm Water Management Plan attached hereto as Exhibit 8, subject to any additions, subtractions or modifications as the City Engineer determines necessary or appropriate. Plans, specifications, and construction schedules of such storm water management improvements shall be prepared by NMSC's engineer at NMSC's sole cost and expense, and must be approved by the Public Works Department of City to the satisfaction of the City Engineer prior to starting construction of any improvements.

9. Storm Water Management Plan Maintenance Agreement. A Post-Construction Storm Water Management Plan Maintenance Agreement ("Maintenance Agreement"), an initial form of which is

attached hereto as Exhibit 8, shall be entered into by NMSC and City prior to starting construction of improvements described in Section 8 above, subject to such additions, subtractions, modifications and exhibits, including without limitation Best Management Practices maintenance requirements, as the City Engineer determines necessary or appropriate. Not in limitation of the immediately preceding sentence, the Maintenance Agreement shall:

- a. identify required maintenance actions, which shall be performed by NMSC at NMSC's sole cost and expense,
- b. include provisions stating when post-construction storm water features are to be constructed,
- c. differentiate between the requirements of construction site storm water runoff controls and post-construction controls,
- d. provide that post-construction storm water features shall not be installed until such time as they will not be negatively impacted by construction site runoff, and
- e. provide that permanent storm water detention ponds, riser structures and discharge pipes may be constructed during grading operations.

Such provisions shall run with the land and become the joint and several responsibility of NMSC and all successors, assigns or future owners of the Property or any part thereof.

10 [Reserved].

11. Watershed Management Fees: NMSC shall pay any applicable Watershed Fees for the Property, which shall be computed as specified by City Ordinance from time to time based on the applicable fee rate in effect at the time the payment is made. Any such payment shall be made to City's Permits & Inspections Division before a building permit is issued for improvements on the Property.

12. Access. Direct vehicular access to abutting streets shall be limited as indicated in Exhibit 12 or any site plans or Plats from time to time approved by the City. Roads and driveways identified in such exhibit, site plans or Plats for use of the public shall be constructed to City approved specifications and shall not be less than seven inches (7") P.C. concrete paving. The City, its employees and agents, shall have right of entry and full access to any and all areas and improvements of or within the Property, NMSC Project or any Hotel Project(s) on the Property for purposes that include:

- a. Inspections, and if the City determines that any construction, replacements, repairs, or maintenance of any Improvements within the Property, NMSC Project or any Hotel Project(s) on the Property is deficient, defective or not progressing or being performed satisfactorily or in a timely manner, the City, in its sole discretion and for its sole benefit and without any obligation to do so, may undertake such construction, repairs, replacements or maintenance, and charge and assess the costs and expenses thereof, including without limitation engineering and legal costs, to NMSC and against property and improvements of or within the Property, NMSC Project or any Hotel Project(s) on the Property, with interest of twelve percent (12%) per annum (or such lesser amount as may be required by Nebraska Statutes) until paid. City shall have a lien for such amount, which lien City in its sole discretion may file with the Sarpy County Register of Deeds against applicable property and improvements of or within the Property, NMSC Project or any Hotel Project(s) on the Property. All such amounts shall be immediately due and payable, and if not immediately paid in full, the lien at City option shall be subject to foreclosure. City, its employees and agents shall not be responsible or liable to NMSC or any other party in connection with City's exercise or failure to exercise any right or authority in whole or in part pursuant to this subsection 12a,
- b. Exercise of general governmental powers, including but not limited to police, fire, rescue or other public safety purposes, or
- c. Exercise of any other rights of City under this Agreement.

13. Sanitary Sewer Connections Permit. Before any connection from any parcel or lot to the sanitary sewer system of the City may be made, a permit shall be obtained from the proper department of the City in form and content satisfactory to the City Engineer. All connections shall satisfy applicable standards and requirements prescribed by City or Applicable Requirements. City reserves the right to collect all connection charges and fees as required by City ordinances, rules, or requirements now or hereafter in force or applicable; and all such connections shall comply with minimum standards prescribed by the City.

14. Tract Sewer Connections Agreement; Fees. Sanitary sewer connection agreements shall be required of NMSC and for any Hotel Project(s) on the Property as a condition of issuance of any building permit. NMSC agrees that the terms and conditions of the Sewer Connection Agreements for the benefit of the City, an initial form of which is attached as Exhibit 14 pertaining to the sanitary sewer system described or depicted in Exhibit 6(d) for the NMSC Project, shall govern such sewer system and shall be enforceable by City; provided, however, the Sewer Connection Agreement and sanitary sewer system shall be subject to any additions, subtractions, or modifications as the City Engineer from time to time determines necessary or advisable. NMSC agrees to pay applicable tract sanitary sewer connection fees based on rates in effect at time of connection of a lot or parcel to the sanitary sewer system. Initial fees in the following amounts in connected with Phase I improvements shall be due and payable to the City prior to the issuance of a building permit for a particular lot or parcel:

$$\$435/\text{Acre} \times 60.96 \text{ Acres} = \$26,517.60$$

The foregoing amounts are based on rates in effect at the time this Agreement was approved by the City and are subject to increase. Rates in effect at time of connection of a lot or parcel to the sanitary sewer system will be the rates that shall be applicable, and any additional amounts owed with respect to a lot or parcel shall be paid when the lot or parcel is connected to the sanitary sewer system.

15. 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, statutes, rules, or regulation; provided, however, with respect to any such violation that the City Engineer determines does not present imminent risk of serious harm to persons, property, or the environment, written notice and opportunity to cure the violation to the satisfaction of the City Engineer shall be provided at least ten days before the sanitary sewer is disconnected, subject to possible extension of the period to cure as the City Engineer may determine necessary for any cure that cannot be completed within ten days or for any delays not caused by any action or inaction of NMSC or any Hotel(s).

16. Infrastructure and Improvements at Private Expense. The cost of all infrastructure and improvements within or serving the Property, or otherwise connected with the NMSC Project or any Hotel Project(s) on the Property, including but not limited to the improvements described in Section 6 above, shall be provided, constructed, maintained, repaired and replaced at the sole cost and expense of NMSC and any successors or assigns of NMSC, and no part thereof shall be the responsibility, cost or expense of the City.

17. Easements. All easements that NMSC or City Engineer determines necessary or appropriate in connection with the NMSC Project, any Hotel Project(s) on the Property or any existing, proposed, or relocated public, private or shared improvements shall be obtained or granted by NMSC at its sole cost and expense by instruments separate from any Plat and in form and content satisfactory to the City Engineer ("Easements"). Release of any Plat for filing (sometimes referred to in this Agreement as "recording") with the Sarpy County Register of Deeds and issuance of any building permit, shall be conditional on execution and delivery of all Easements to be recorded contemporaneously with such Plat or promptly upon release of such building permit, whichever occurs first. Easements shall be in form and content satisfactory to the City Engineer. Copies of recorded Easements shall be provided to the City Engineer. Any Easements for

Public Improvements or otherwise required by or granted to the City shall be provided by NMSC at no cost.

18. Staking and Surety Bonds. The following requirements shall be satisfied:

- a. NMSC shall provide the City a staking bond in such amount, form and content as satisfactory to the City Engineer prior to City release of a Plat for recording.
- b. A preliminary estimate of the cost of design and construction of the Public Improvements is set forth on Exhibit 18(b). Before the City releases the final Plat or a building permit for the NMSC Project or any Hotel Project(s) on the Property, NMSC will provide City a surety bond in form and content satisfactory to the City Engineer in the amount of 110% of the total estimated cost to design and construct Public Improvements connected with such NMSC Project or Hotel Project(s) on the Property, plus an amount satisfactory to the City Engineer to provide coverage during the applicable warranty period for warranty obligations on completed Public Improvements. Upon completion of such improvements, NMSC shall cause its engineers to provide to City construction record drawings in reproducible form in triplicate, certificates of completion and other documentation required by the City Engineer, and upon receipt of such documentation, the City shall release the surety bond applicable to such improvements.
- c. NMSC shall require each contractor performing work on Public Improvements to warrant such work against defects for a minimum of two years after completion, and to furnish performance and maintenance bonds naming NMSC and City as joint and several obligees, in form and content satisfactory to the City Engineer.

19. General Business Occupation Taxes. The City, pursuant to Neb. Rev. Stat. Section 18-2142.04, desires to designate an enhanced employment area ("EEA") that includes the Property and to levy general business occupation taxes ("GBOT") therein to pay all or any part of the costs and expenses of Public Improvements or other authorized work within the EEA pursuant to Section 18-2142.04 as the City Engineer determines appropriate in accordance with Applicable Requirements ("Authorized Work"), or to repay revenue bonds the proceeds of which are expended for or allocated to such Authorized Work ("GBOT Revenue Bonds"). Any such EEA, GBOT or GBOT Revenue Bonds shall be subject to such terms or conditions as specified in an Ordinance, resolution, or other documents or actions adopted or approved by the Mayor and City Council ("GBOT Approvals"), provided, however, a GBOT shall remain in effect so long as any GBOT Revenue Bonds are outstanding that are secured by the GBOT or state the GBOT as an available source of payment. An Ordinance for such purposes is attached in initial form and content as Exhibit 19, which shall be subject to such additions, subtractions and modifications as the Mayor, City Administrator or City Council determines necessary or appropriate, and approval of the City Council together with any other documents or instruments required by the City. NMSC, with respect to the Property and all other real property interests currently or subsequently owned, held, or controlled by NMSC within the EEA ("NMSC EEA Property"), consents, to such designation of EEA, classification of businesses and users of space within the EEA for purposes of levying a GBOT within the EEA, and to such levy and use of proceeds of a GBOT to pay costs and expenses of Authorized Work within the EEA or GBOT Revenue Bonds, as further described below or the Mayor and City Council otherwise determine necessary or appropriate in connection with GBOT Approvals.

- a. The City Council of the City by approving this Agreement finds, determines, and approves the following pursuant to Neb. Rev. Stat. Section 18-2142.04 with respect to a proposed enhanced employment area described or depicted in Exhibit 19 ("Area"), which Area includes without limitation the Property, NMSC Project, any Hotel Project(s) on the Property, and locations of Public Improvements to be financed, paid or constructed with proceeds of a GBOT levied within such Area:

- i. The Area does not exceed 600 acres;
 - ii. The Area is not blighted, substandard or within a community redevelopment area;
 - iii. NMSC by entering this Agreement represents and certifies to City, new investment within such Area will result in new employees and new dollar investments that will satisfy applicable requirements of Neb. Rev. Stat. Section 18-2142.04(2); and
 - iv. The City designates the Area as an enhanced employment area pursuant to Neb. Rev. Stat. Section 18-2142.04(2) ("120 Giles Enhanced Employment Area").
- b. General business occupation taxes initially described or depicted in Exhibit 19 ("120 Giles GBOT") shall be imposed and levied within the 120 Giles Enhanced Employment Area, subject to any additions, subtractions, or modifications as the City Administrator or her designee determines necessary or appropriate, for the purpose of paying all or any part of the costs or expenses to design, construct, and provide the Public Improvements specified in Exhibit 19(e), including any applicable real property interests, ("GBOT Public Improvements"), the estimated cost and additional conditions of which also are set forth in said Exhibit, or to operate, manage, maintain, repair, or replace any GBOT Public Improvements ("Operation and Maintenance"), or other Authorized Work from time to time approved in writing by the City Engineer and NMSC (together such GBOT Public Improvements, Operation and Maintenance, and other Authorized Work shall be referred to as "120 Giles Authorized Work").
- c. City intends to issue GBOT Revenue Bonds ("120 Giles Revenue Bonds"), which are secured by the 120 Giles GBOT or state the 120 Giles GBOT as an available source of payment, for purposes of defraying the cost of 120 Giles Authorized Work. Not in limitation of the foregoing, costs and expenses of 120 Giles Authorized Work shall include, and proceeds of the 120 Giles GBOT may be used to pay, issuance, debt service, or other costs or expenses of the 120 Giles Revenue Bonds, as authorized by the City. The 120 Giles GBOT levied by the City shall remain in effect so long as any 120 Giles Revenue Bonds are outstanding which are secured by the 120 Giles GBOT or that state such 120 Giles GBOT as an available source for payment.
- d. Disbursements of 120 Giles GBOT shall be subject to prior review and approval of the City. Proceeds of the City from the 120 Giles GBOT shall be disbursed upon written request of NMSC, together with such invoices, receipts or other supporting documentation as required by the City Engineer, for costs and expenses actually incurred by NMSC for completed 120 Giles Authorized Work, to the satisfaction of the City Engineer.
- e. Except as otherwise agreed by the Mayor or City Administrator, or any designee of the Mayor or City Administrator, proceeds of the 120 Giles GBOT shall be disbursed in the order listed below from highest priority to lowest priority (each level of priority referred to as a "Category"), as determined by the City Administrator or City Engineer or her or his designee.
- (i) Category I. To pay or reimburse the City for any issuance costs or expenses in connection with 120 Giles Revenue Bonds from time to time, including bond counsel fees; and each month to pay the City a fee to administer the 120 Giles GBOT in an amount equal to 1% of 120 Giles GBOT proceeds collected during the prior month.
 - (ii) Category II. To pay or reimburse any costs or expenses of Primary GBOT Public Improvements, as defined in Exhibit 19(e), or principal and interest or other costs or expenses

of 120 Giles Revenue Bonds, the proceeds of which are used to pay to design, construct and provide Primary GBOT Public Improvements,

(iii) Category III. To pay or reimburse any costs or expenses for Operation and Maintenance of Primary GBOT Public Improvements.

(iv) Category IV. To pay or reimburse any costs or expenses of Secondary GBOT Public Improvements, as defined in Exhibit 19(e), or principal and interest or other costs or expenses of 120 Giles Revenue Bonds to design, construct and provide Secondary GBOT Public Improvements,

(v) Category V. To pay or reimburse any costs and expenses of Operation and Maintenance of Secondary GBOT Public Improvements as from time to time proposed to the City in advance by NMSC and the City Engineer determines necessary or appropriate and approves, and

(vi) Category VI. To pay or reimburse any costs and expenses of any other 120 Giles Authorized Work as from time to time proposed to the City in advance by NMSC and the City Engineer determines necessary or appropriate and approves for funding from proceeds of the 120 Giles GBOT.

The City may create and fund a sinking fund or otherwise withhold, set aside or designate 120 Giles GBOT Proceeds for additional projected costs and expenses connected with a particular Category of 120 Giles Authorized Work before considering or making disbursements for 120 Giles Authorized Work in a Category having a lower priority, as determined by the Mayor, City Administrator or City Engineer.

f. NMSC, with respect to all NMSC EEA Property within such 120 Giles Enhanced Employment Area, hereby agrees to the following:

i. Designation of the 120 Giles Enhanced Employment Area as an enhanced employment area for purposes of levying the 120 Giles GBOT and paying costs and expenses of 120 Giles Authorized Work, including without limitation all issuance, debt service or other costs or expenses of any 120 Giles Revenue Bonds;

ii. Classifications of businesses, users of space, or kinds of transactions as described in this Agreement for purposes of levying and imposing 120 Giles GBOT are reasonable;

iii. Imposition and levy of the 120 Giles GBOT and use or pledge of proceeds of the 120 Giles GBOT to pay costs and expenses of 120 Giles Authorized Work, including without limitation issuance, debt service or other costs or expenses of any 120 Giles Revenue Bonds of the City pursuant to Neb. Rev. Stat. Section 18-2142.04;

iv. Additional notice or consent shall not be required before or otherwise in connection with any action of the City to adopt, implement or carry out the 120 Giles Enhanced Employment Area, the 120 Giles GBOT, or this Section 19, including without limitation, any action to designate the 120 Giles Enhanced Employment Area, authorize, approve, issue, pay or refund the 120 Giles Revenue Bonds, or adopt, implement, levy, collect, pledge, disburse or pay proceeds of the 120 Giles GBOT; and

- v. It shall not directly or indirectly challenge or contest, or support or encourage any other person or entity to challenge or contest, the 120 Giles Enhanced Employment Area, the 120 Giles GBOT, the 120 Giles Revenue Bonds, or any related action of City.

NMSC further agrees as follows as of the Effective Date of this Agreement, as defined in section 21 below, through recording of the Agreement with the Sarpy County Register of Deeds, and so long as any 120 Giles Revenue Bonds are outstanding:

- i. NMSC shall own the Property free and clear of encumbrances, except for encumbrances of record of any railroad, utility, State, or political subdivision, or any mortgage or deed of trust securing construction financing for the NMSC Project or any Hotel Project(s) on the Property;
- ii. Any business located on the Property that has one hundred thirty-five thousand finished square feet or more and annual gross sales of ten million dollars or more shall provide an employer-provided health benefit of at least three thousand dollars annually to all new employees who are working thirty hours per week or more on average and have been employed at least six months; and
- iii. NMSC understands potential risks connected with 120 Giles GBOT and 120 Giles Revenue Bonds, and shall be solely responsible and liable for paying all costs and expenses connected with GBOT Public Improvements, 120 Giles Revenue Bonds, Operation and Maintenance, and other 120 Giles Authorized Work that are not paid or reimbursed from proceeds of the 120 Giles GBOT. NMSC shall indemnify, defend and hold harmless the City, and all officials, officers, employees, and agents of City, and each of them, (each referred to herein as an "Indemnified Party") from and against all liabilities, claims, costs and expenses arising out of or resulting from the 120 Giles GBOT, GBOT Public Improvements, 120 Giles Authorized Work, Operation and Maintenance or 120 Giles Revenue Bonds, except for any liabilities, claims, costs or expenses solely caused by the negligence of an Indemnified Party.

20. Taxes. Notwithstanding anything in this Agreement to the contrary, NMSC agrees that it shall not directly or indirectly challenge or contest, or encourage any other person or entity to challenge or contest, any property tax valuation, if applicable, of any projects or property on or within the 120 Giles Enhanced Employment Area, or any levies, taxes or revenues of the City, including without limitation any occupation taxes, local option sales taxes, or property taxes. This Agreement shall be recorded, shall survive all closings, and shall be binding on all of the Property, NMSC Project, any Hotel Project(s) on the Property, and 120 Giles Enhanced Employment Area, and all rights or interests therein, and on NMSC, and on all projects or properties within the 120 Giles Enhanced Employment Area, and each of them, and their respective successors and assigns.

21. Other.

- a. Incorporation by Reference. All of the following shall be incorporated into and constitute terms and conditions of this Agreement: Recitals at the beginning of this Agreement, exhibits referenced in this Agreement, the EDP Agreement, the Promissory Note - Economic Development Program Award of NMSC payable to City in connection with the EDP Agreement and EDP Award ("EDP Note"), and any other documents or instruments referenced in this Agreement.
- b. Merger. This Agreement shall not be merged with or into any other oral or written agreement, document, or instrument unless all parties to this Agreement and all such agreements, documents and instruments agree to such merger in a written agreement executed by all such parties expressly identifying the merged provisions, agreements, documents, or instruments.

- c. City Determinations. The City shall have the right, but not any obligation, to inspect any work on or relating to the improvements described in this Agreement, and to require modification, replacement, maintenance or repair of any improvements the City Engineer determines are defective, unsatisfactory or in need of repair, maintenance or replacement, and NMSC shall comply with said requirements. All specifications and contracts relating to work on such improvements shall be subject to prior review and approval of the City Engineer. Notwithstanding anything in this Agreement to the contrary, plats, site plans, designs, boundaries, dimensions, components, and features of improvements preliminarily described in this Agreement shall be subject to any adjustment and finalization to the satisfaction of the City Engineer. Any approval or satisfaction of the City or any official of the City under any terms or conditions of this Agreement must be in writing signed by or on behalf of the City or said official.
- d. 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 specific matters contained herein. Provided, however, this Agreement shall not modify or supersede the EDP Agreement, EDP Note, or any other agreement, document or instrument executed or delivered in connection with the EDP Award to NMSC, or any agreement, document, or instrument in connection with the 120 Giles GBOT. This Agreement only may be amended by a written amendment executed by all parties.
- e. Time of Essence. The parties agree that time is of the essence with respect to obligations and performance of the parties hereunder.
- f. Default. An event of default occurs upon breach of any terms or conditions of this Agreement, the EDP Agreement, EDP Note, any other agreements, documents, or instruments of, between, or among the City and NMSC, or of any loan, financing, or other funding of or in connection with constructing or equipping the NMSC Project or Property.
- g. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the illegality or unenforceability 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.
- h. Remedies. All parties shall have all available rights and remedies in the event of default, including without limitation, the right of a party that is not then in default to terminate this Agreement by written notice to the defaulting party and each other party to this Agreement.
- i. Covenants Run with the Land. This Agreement and the agreements and understandings herein constitute covenants running with the land, shall survive all closings, and shall be jointly and severally binding upon NMSC and all successors, heirs and assigns, lenders, mortgagees, tenants, transferees or any other persons or entities gaining or claiming any lien or other rights or interests with respect to any of the Property, NMSC Project, or any Hotel Project(s) on the Property, and upon all parties providing consent pursuant to Section 21(u) below with respect to any other property within the 120 Giles Enhanced Employment Area, and their respective successors, heirs and assigns, lenders, mortgagees, tenants, transferees or any other persons or entities gaining or claiming any lien or other rights or interests with respect to such property. Immediately after this Agreement is executed, NMSC shall record it with the Sarpy County Register of Deeds with respect to the Property and any other property within the 120 Giles Enhanced Employment Area. Notwithstanding anything in this Agreement to the contrary, City may elect to file this Agreement with the Sarpy County Register of Deeds, and City in its sole discretion is hereby authorized and shall have the right, but not any obligation, to enforce any terms or conditions of this Agreement at law or in equity.

- j. Assignment. A party shall not assign this Agreement, or any right or obligation under this Agreement, without the express written consent of all other parties.
- k. Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, each party agrees that neither it nor any subcontractor of the party shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, age, sex, disability, or national origin.
- l. Applicable Requirements. Notwithstanding anything in this Agreement to the contrary, the NMSC Project, any Hotel Project(s) on the Property, and all improvements on the Property shall be constructed, equipped, operated, and maintained in accordance with all Applicable Requirements.
- m. Immigration Status. NMSC agrees to use the federal immigration verification system to determine the work eligibility status of new employees physically performing services on the NMSC Project, or any Hotel Project(s) on the Property, within the State of Nebraska. The federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. This requirement applies to NMSC and all subcontractors. NMSC by written agreement shall require compliance with the federal immigration verification system by all subcontractors. With respect to any subcontractor that is an individual or sole proprietorship, the following applies:
 - i. The subcontractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
 - ii. If the subcontractor indicates on such attestation form that he or she is a qualified alien, the subcontractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the subcontractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 - iii. The subcontractor understands and agrees that lawful presence in the United States is required and the subcontractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.NMSC shall require similar clauses in all subcontracts for service or materials.
- n. Record Retention. NMSC shall retain all records arising out of or related to this Agreement for the minimum period required by applicable law, and in any event for not less than three years after final payment or performance in connection with the 120 Giles GBOT or EDP Award. If an audit, litigation, or other action involving the records is started before the end of the period described in the preceding sentence, the records must be retained until all issues arising out of the action are resolved, or until the end of the minimum document retention period described in the immediately preceding sentence, whichever is later
- o. [Reserved].
- p. Effective Date. This Agreement shall be effective as of the date executed by the City below ("Effective Date").
- q. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

- r. Headings. Headings are for convenience only and shall not be used to construe the meaning of any terms or conditions.
- s. Applicable Law. This Agreement shall be governed by Nebraska law. Any claim or dispute arising out of or resulting from this Agreement shall be filed and resolved in and by the District Court of Sarpy County, Nebraska. Each party agrees that it shall not directly or indirectly contest or challenge jurisdiction or venue of or in such Court.
- t. Exhibit Summary. The following exhibits are attached hereto and incorporated herein by this reference and made a part hereof:

<u>Exhibit Number</u>	<u>Title</u>
Exhibit 1	Property
Exhibit 4	NMSC Site Plan
Exhibit 6(a)	Public Street Improvements
Exhibit 6(b)	Sidewalks
Exhibit 6(c)	Storm Sewers
Exhibit 6(d)	Sanitary Sewers
Exhibit 8	Post-Construction Storm Water Management Plan and Post-Construction Storm Water Management Plan Maintenance Agreement
Exhibit 12	Access
Exhibit 14	Sewer Connection Agreement
Exhibit 18(b)	Public Improvements Cost Estimate
Exhibit 19	120 Giles GBOT
Exhibit 19(e)	GBOT Public Improvements

- u. This Agreement shall be subject to NMSC delivering to City written consent of all persons or entities owning, holding, or controlling any interests in any real property within the 120 Giles Enhanced Employment Area, agreeing to provisions of Sections 19 and 20 with respect to such properties, in form and content of the Interested Party Consent below, subject to any additions, subtractions, or modifications satisfactory to the City Administrator, City Engineer, or her or his designee, which shall be filed with the Sarpy County Register of Deeds against all lots or parcels within the 120 Giles Enhanced Employment Area.

IN WITNESS WHEREOF, the parties, by their respective duly authorized agents, execute this Agreement.

**[Remainder of Page Intentionally Left Blank.
Signature Pages and Exhibits Follow.]**

By: _____
Douglas Kindig, Mayor

Pamela A. Buethe, City Clerk, CMC

The foregoing Agreement was acknowledged before me this _____ day of _____, _____ by Douglas Kindig, Mayor, and Pamela A. Buethe, City Clerk, on behalf of said City.

Notary Public

Omaha Multi-Sport Complex, a Nebraska nonprofit corporation d/b/a Nebraska Multisport Complex

By: _____

Print Name: _____

Title: _____

STATE OF NEBRASKA))ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this _____ day of _____ by _____, _____ of Omaha Multi-Sport Complex, a Nebraska nonprofit corporation d/b/a Nebraska Multisport Complex, on behalf of said nonprofit corporation.

[Seal]

Notary Public

INTERESTED PARTY CONSENT

The undersigned ("Interested Party"), having a tenant, licensee, security, or other interest pursuant to a lease, license, mortgage, deed of trust, or other documents or instruments ("Interest") within, on or otherwise with respect to lots or parcels described or depicted in Attachment 1 within the 120 Giles Enhanced Employment Area as described in the Improvement Agreement between the City of La Vista, a Nebraska municipal corporation and Omaha Multi-Sport Complex, a Nebraska nonprofit corporation d/b/a Nebraska Multisport Complex ("Agreement") filed with the Sarpy County Register of Deeds as Instrument No.____, or City Ordinance, hereby consents and agrees that its Interest shall be subject to such Agreement, 120 Giles Enhanced Employment Area, and 120 Giles GBOT. Attachment 1 and this Agreement shall be incorporated into this Interested Party Consent by this reference. Except as otherwise defined in this paragraph, capitalized terms shall have the meanings set forth in the Agreement.

_____, a _____

By: _____

Print Name: _____

Title: _____

STATE OF NEBRASKA))ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this _____ day of _____ by _____, _____ of _____, a _____, on behalf of said _____.

[Seal]

Notary Public

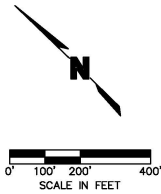
Property

Exhibit 1

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LEGAL DESCRIPTION

- 1) TAX LOTS 11 & 15, 17-14-12. 2) ALL OF TAX LOT 2A & PT OF TAX LOTS 2B1 & 3 LYING N & W OF RAILROAD R.O.W. 17-14-12. 3) NORTHEASTERLY PT OF TAX LOT 1A1B & NORTHWESTERLY PT OF TAX LOT 2B1 & NORTHWESTERLY PT OF TAX LOT 3 ALL LYING S & E OF RAILROAD R.O.W. 17-14-12.



drawn by: ZM
checked by: BE
approved by: BE
QA/QC by: BE
project no.: A18-0683
drawing no.:
date: 8/9/22

SHEET
1

PROPERTY
EXHIBIT 1

NEBRASKA MULTI-SPORT COMPLEX
SITE & INFRASTRUCTURE PLANS

LA VISTA, NEBRASKA

2022

REV. NO. DATE

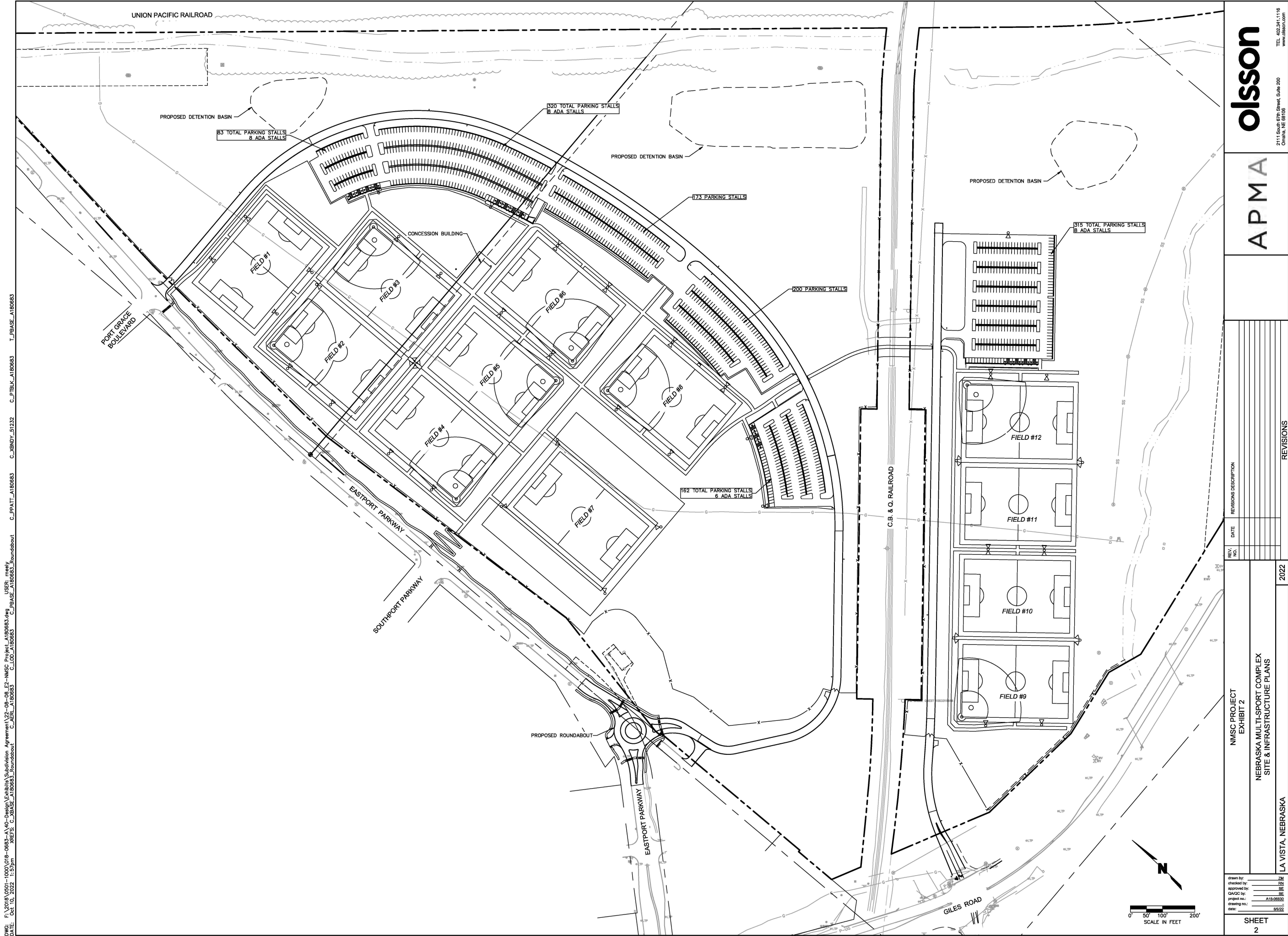
REVISIONS DESCRIPTION

REVISIONS

APMA

olsson

2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL: 402.341.1116
www.olson.com



DWG: F:\2018\0501-1000\018-0683-A\40-Design\Exhibits\Subdivision Agreement\22-08-08_E2-NMSC Project_A180683.dwg USER: maeley
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drawn by: ZM
checked by: BE
approved by: BE
QA/QC by: BE
project no.: A18-0683
drawing no.: 0022
date: 09/22

SHEET
2

NMSC PROJECT
EXHIBIT 2
NEBRASKA MULTI-SPORT COMPLEX
SITE & INFRASTRUCTURE PLANS

LA VISTA, NEBRASKA

2022

REV. NO.

DATE

REVISIONS DESCRIPTION

REVISIONS

APMA

olsson

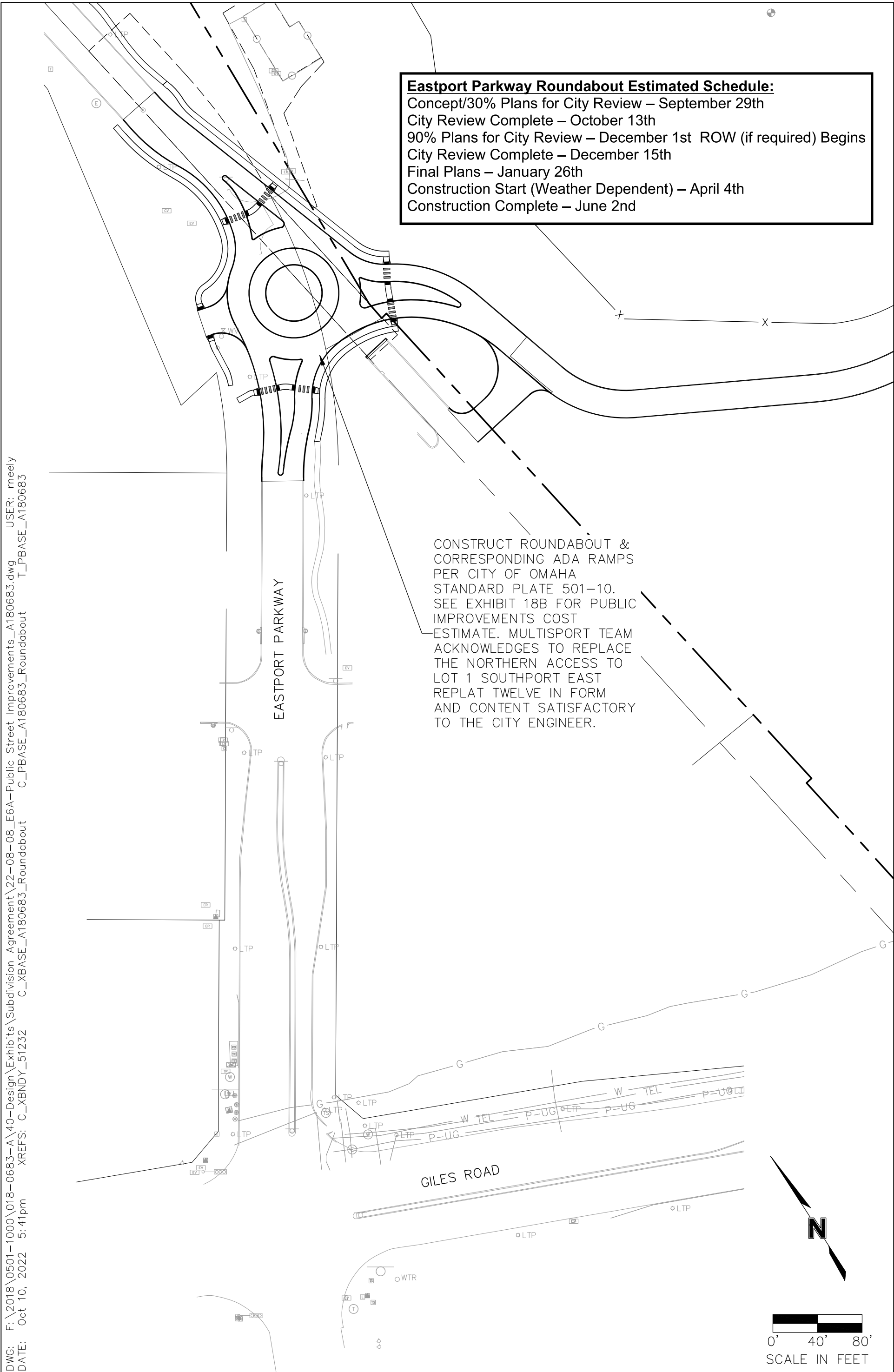
2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL 402.341.1116
www.olson.com

NMSC Site Plan

Public Street Improvements

Exhibit 6(a)

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



PROJECT NO: 018-0683-A	PUBLIC STREET IMPROVEMENTS EXHIBIT 6A		2111 South 67th Street, Suite 200 Omaha, NE 68106 TEL 402.341.1116	EXHIBIT
DRAWN BY: RDN				6A
DATE: 09/14/2022				

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GILES ROAD


LEGEND


- 


TRAFFIC SIGNAL HEAD W/ BACKPLATE
- 


SIGNAL CONTROLLER
- 


PULLBOX
- 


CONDUIT IN TRENCH
- 


CONDUIT, BORED
- 

STOP BAR DETECTOR
- 

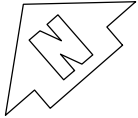
LUMINAIRE
- 

SIGN MOUNTED ON MAST ARM
- 

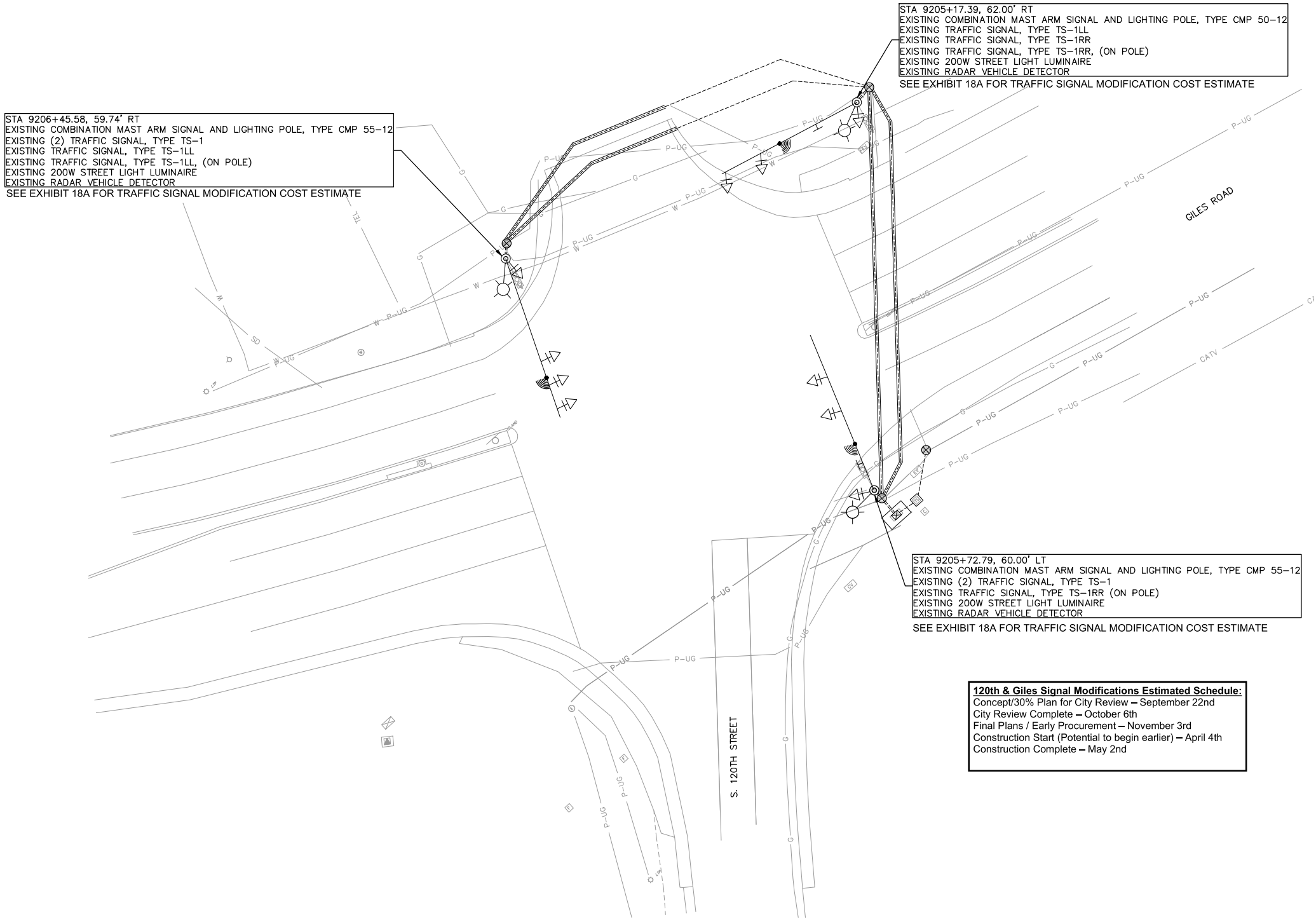
SIGNAL POLE
- 

PEDESTAL POLE
- 

TRAFFIC SIGNAL, TYPE PS-1



PLAN VIEW



TRAFFIC SIGNAL PLAN

EXHIBIT 6A	NEBRASKA MULTISPORT COMPLEX PUBLIC IMPROVEMENTS	LA VISTA, NE	2022	REVISIONS		
				REV. NO.	DATE	REVISIONS DESCRIPTION

drawn by: BMC
checked by: MPG
approved by: ATE
QA/QC by: ATE
project no.: A18-0683
drawing no.: F_PSG_01.dwg
date: 8/19/2022

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USER: jlooe

GILES ROAD

LEGEND

- TRAFFIC SIGNAL HEAD W/ BACKPLATE
- ⊠

SIGNAL CONTROLLER
- ⊗

PULLBOX
- CONDUIT IN TRENCH
- CONDUIT, BORED

⋈

STOP BAR DETECTOR

⊗

LUMINAIRE

⊥

SIGN MOUNTED ON MAST ARM

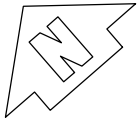
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SIGNAL POLE

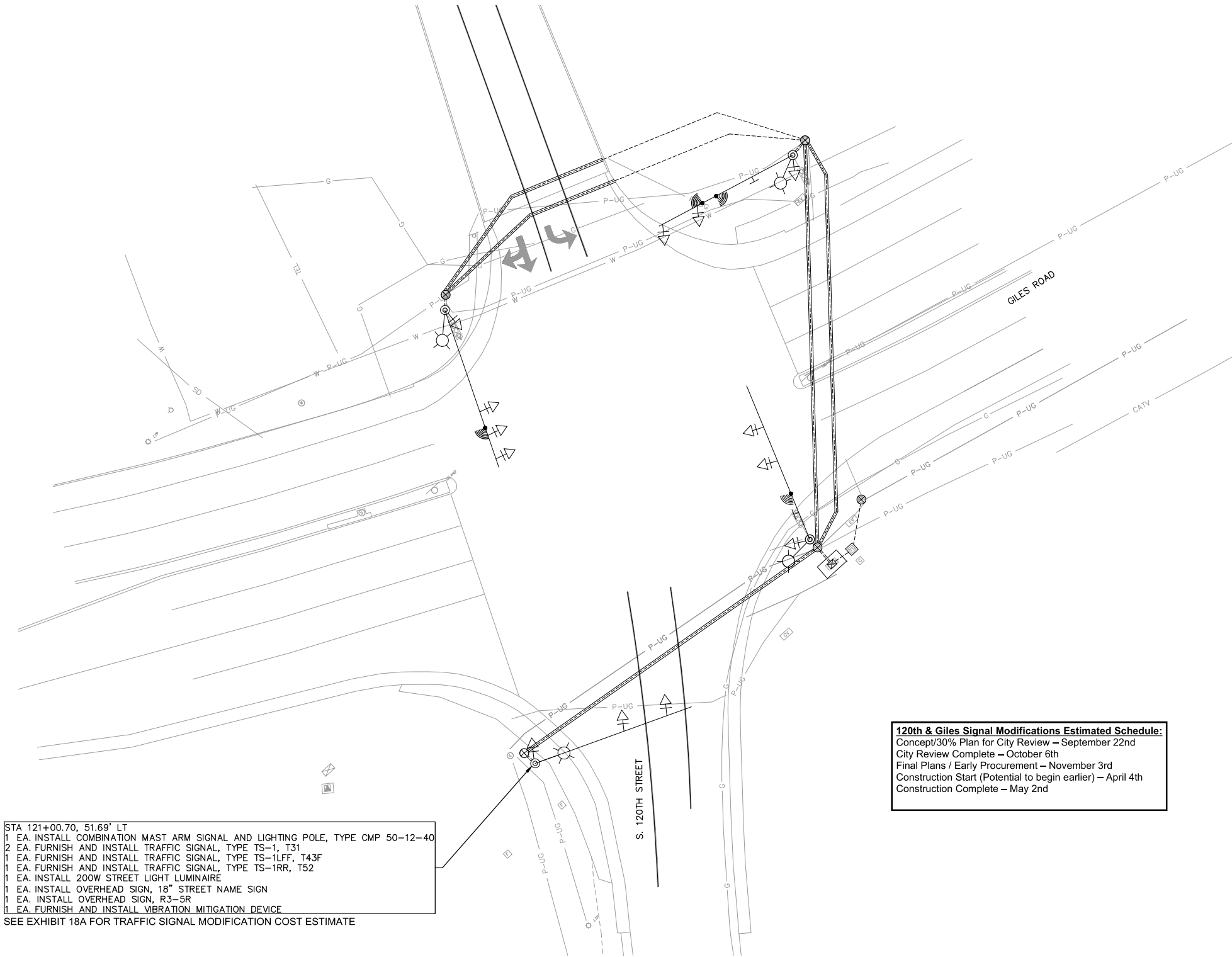
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PEDESTAL POLE

⊠

TRAFFIC SIGNAL, TYPE PS-1

PLAN VIEW



STA 121+00.70, 51.69' LT
1 EA. INSTALL COMBINATION MAST ARM SIGNAL AND LIGHTING POLE, TYPE CMP 50-12-40
2 EA. FURNISH AND INSTALL TRAFFIC SIGNAL, TYPE TS-1, T31
1 EA. FURNISH AND INSTALL TRAFFIC SIGNAL, TYPE TS-1LFF, T43F
1 EA. FURNISH AND INSTALL TRAFFIC SIGNAL, TYPE TS-1RR, T52
1 EA. INSTALL 200W STREET LIGHT LUMINAIRE
1 EA. INSTALL OVERHEAD SIGN, 18" STREET NAME SIGN
1 EA. INSTALL OVERHEAD SIGN, R3-5R
1 EA. FURNISH AND INSTALL VIBRATION MITIGATION DEVICE
SEE EXHIBIT 18A FOR TRAFFIC SIGNAL MODIFICATION COST ESTIMATE

120th & Giles Signal Modifications Estimated Schedule:
Concept/30% Plan for City Review – September 22nd
City Review Complete – October 6th
Final Plans / Early Procurement – November 3rd
Construction Start (Potential to begin earlier) – April 4th
Construction Complete – May 2nd

0' 10' 20' 40'
SCALE IN FEET

TRAFFIC SIGNAL PLAN

EXHIBIT 6A	NEBRASKA MULTISPORT COMPLEX PUBLIC IMPROVEMENTS	2022	REVISIONS		
			REV. NO.	DATE	REVISIONS DESCRIPTION

drawn by: BMC
checked by: MPG
approved by: ATE
QA/QC by: ATE
project no.: A18-0683
drawing no.: F_PSIG_02.dwg
date: 8/19/2022

SHEET
6A

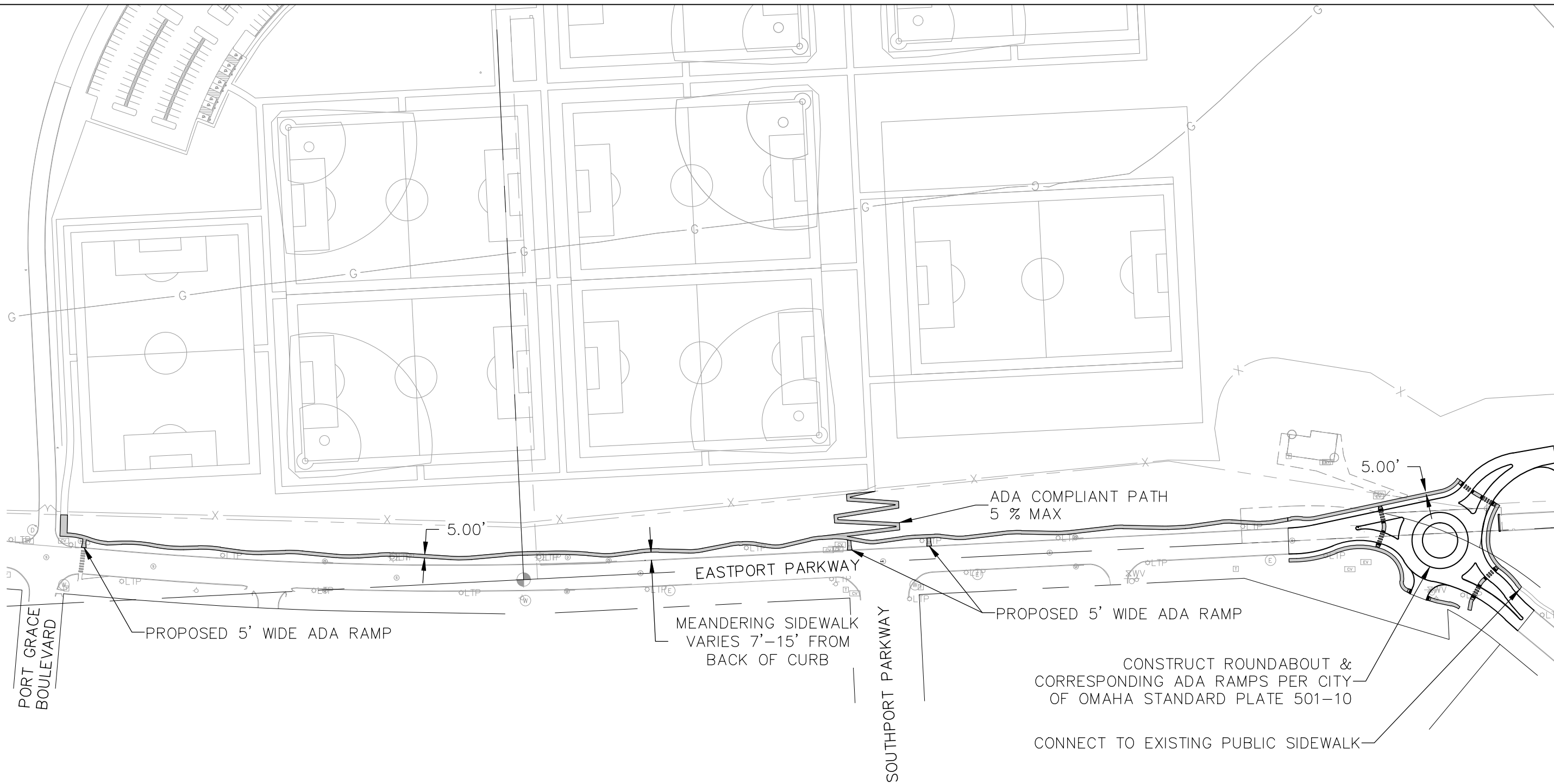
olsson

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Sidewalks

Exhibit 6(b)

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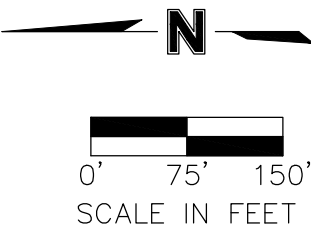
LEGEND



PERIMETER SIDEWALKS

PUBLIC SIDEWALK QUANTITIES

CONSTRUCT 6" P.C.C. SIDEWALK IN PUBLIC R.O.W.	15,100 SF
CONSTRUCT DETECTABLE WARNING PANEL	180 SF



PROJECT NO: 018-0683-A
DRAWN BY: ZM
DATE: 8/9/2022

SIDEWALKS
EXHIBIT 6B

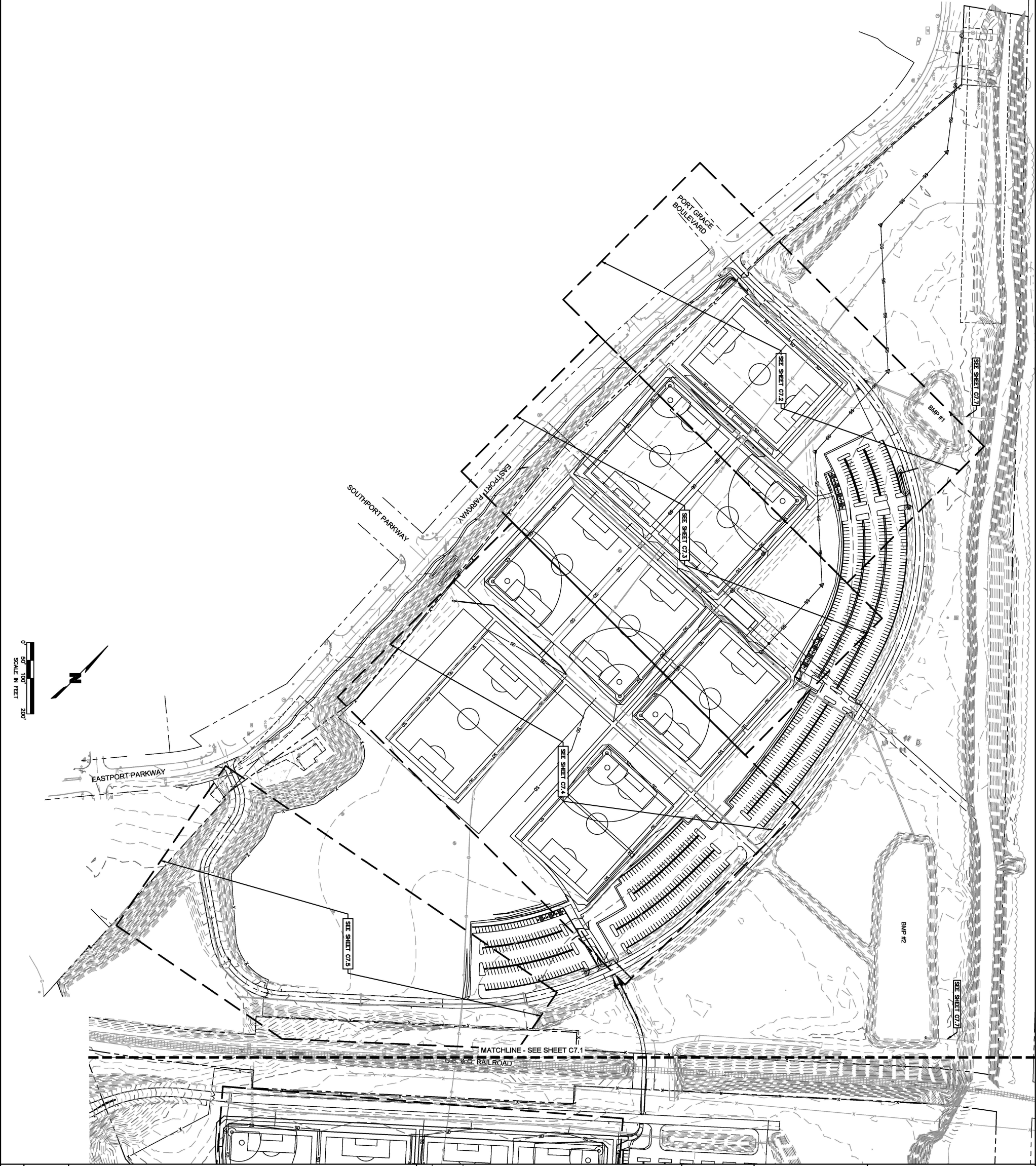
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EXHIBIT
6B

Storm Sewers

Exhibit 6(c)










SHEET C7.0	Overall Storm Sewer Plan Exhibit 6C	REV. NO. 4 DATE 09/09/22 REVISIONS DESCRIPTION PR04 - ISSUED FOR CONSTRUCTION	APMA	olsson
	NEBRASKA MULTI-SPORT COMPLEX SITE & INFRASTRUCTURE PLANS	REV. NO. 12 DATE 07/28/22 REVISIONS DESCRIPTION CITY COMMENTS		
	LA VISTA, NEBRASKA	REV. NO. 13 DATE 09/09/22 REVISIONS DESCRIPTION CITY COMMENTS & GRADING CHANGES		
	2022	REVISIONS		

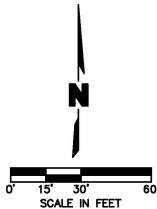
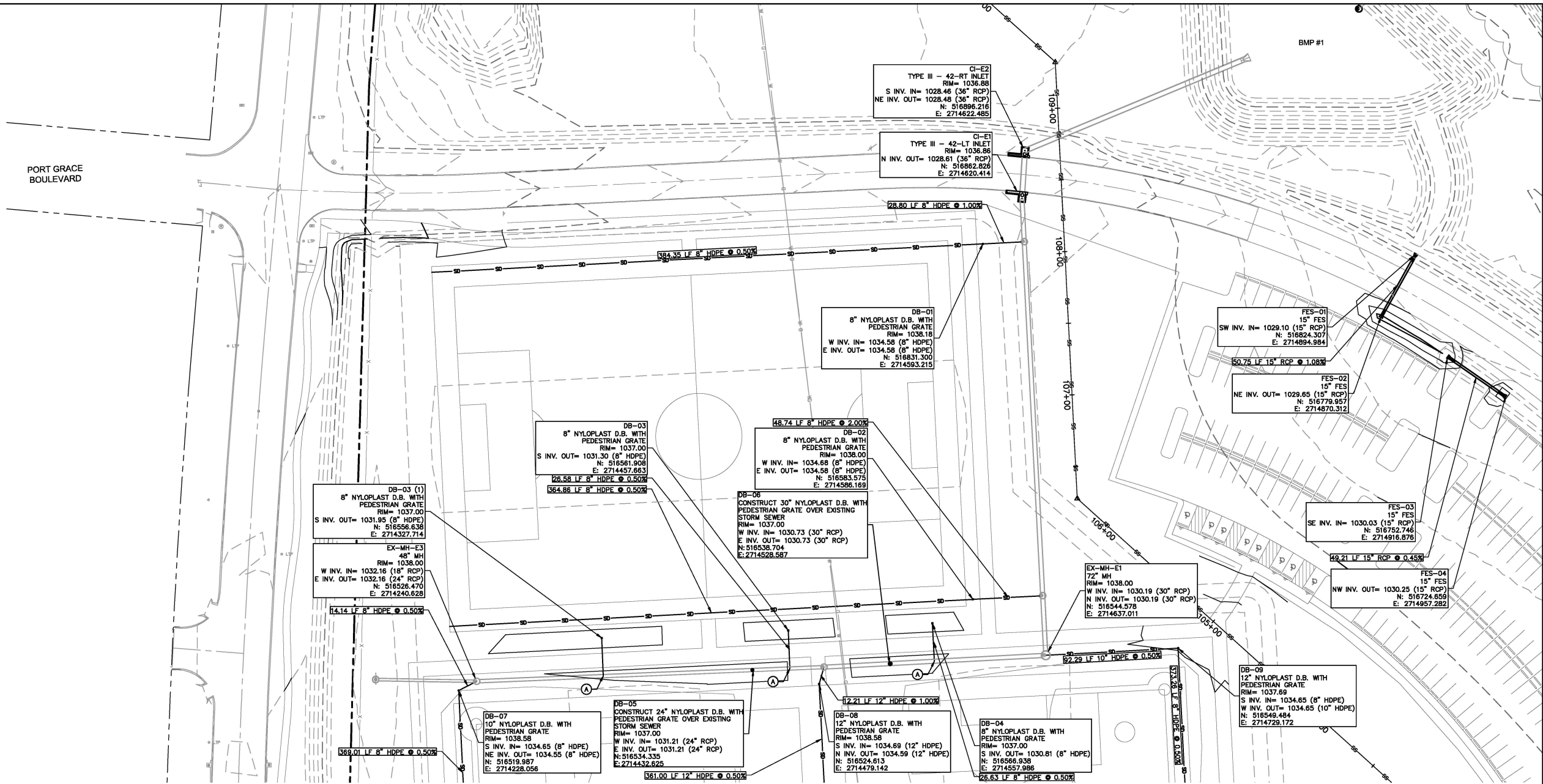
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KEY NOTES	
	TAP PROPOSED STORM SEWER PIPE, INSTALL TEE OR INSTALL WYE. CONTRACTOR SHALL MATCH CENTERLINES OF PIPE, REFERENCE DETAIL SHEET.

STRUCTURE LEGEND		
SYMBOL	KEY	DESCRIPTION
	DB-#	ADS DRAIN BASIN, REFERENCE PLAN FOR SIZE AND COVER.
	CI-#	CURB INLET: CITY OF OMAHA CURB INLET. REFERENCE PLAN FOR TYPE AND REFERENCE CITY OF OMAHA STANDARD PLATE 702-09.
	FES-#	EXISTING FLARED END SECTION WITH TOE/CUT OFF WALL, REFERENCE MASS GRADING PLANS.
	OS-#	AFTER SITE IS STABILIZED PER TERMS OF APPROVED SWPPP PLAN AND NPDES/PCWP PERMITS, CONTRACTOR SHALL REMOVE TEMPORARY SEDIMENT TRAP AND CONSTRUCT PERMANENT OUTLET STRUCTURE, REFERENCE DETAIL SHEET.
		STORM SEWER PIPE, REFERENCE THIS PLAN FOR SIZE AND CIVIL NOTE SHEET FOR MATERIALS (HDPE OR PVC) UNLESS OTHERWISE NOTED.
		SANITARY SEWER PIPE, REFERENCE SANITARY SEWER PLAN FOR SIZE AND CIVIL NOTE SHEET FOR MATERIALS.



STORM SEWER PLAN
EXHIBIT 6C
NEBRASKA MULTI-SPORT COMPLEX
SITE & INFRASTRUCTURE PLANS

drawn by: RUI
checked by: KSG
approved by: JLV
QA/QC by: A18-0683
project no.:
drawing no.: 28822
date:

SHEET
C7.2

LA VISTA, NEBRASKA

2022

REVISIONS

REVISIONS DESCRIPTION	
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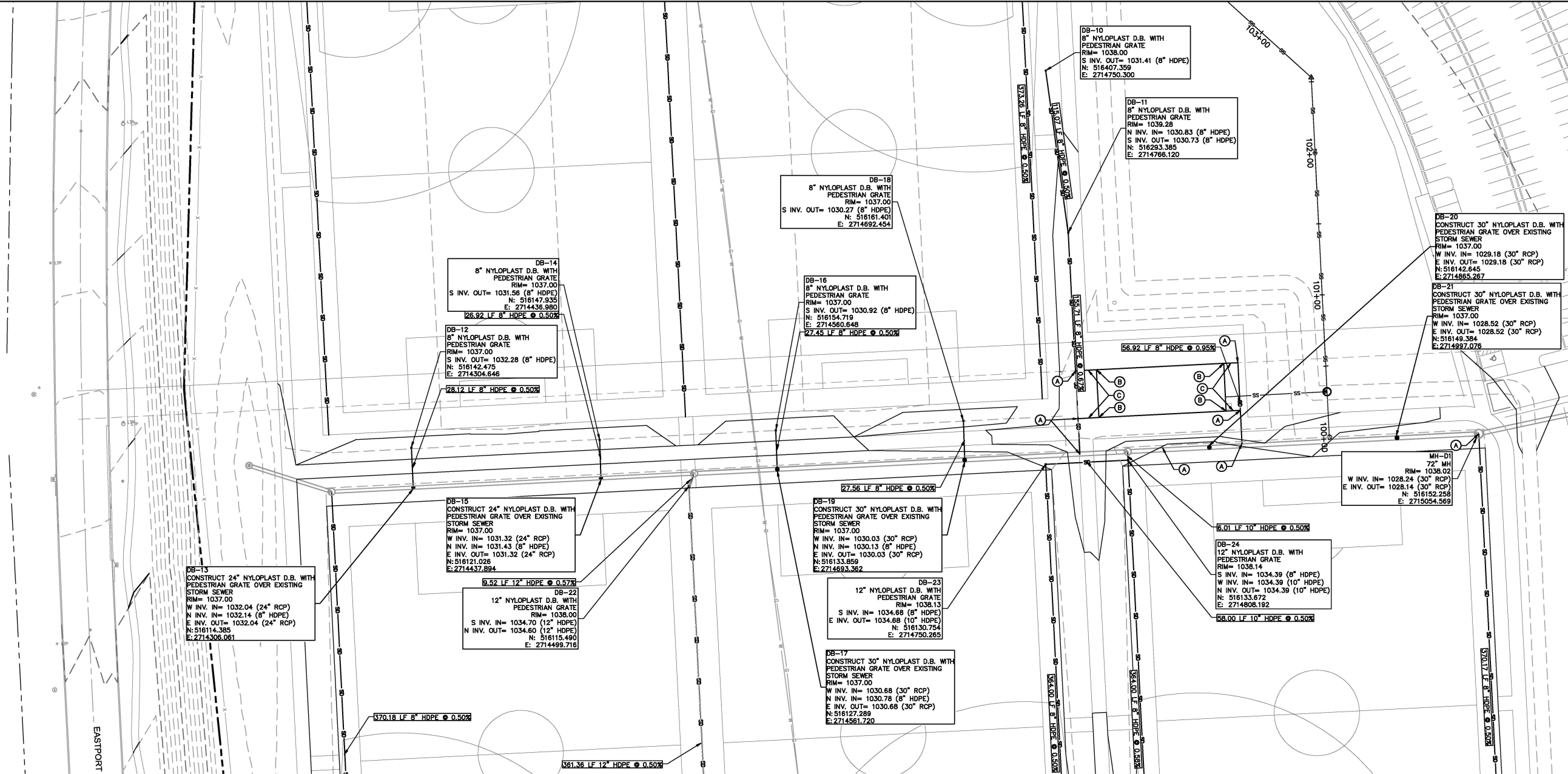
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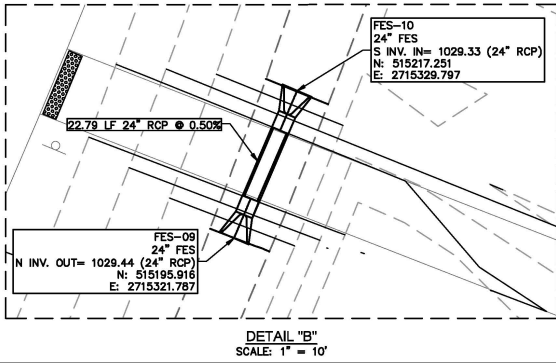
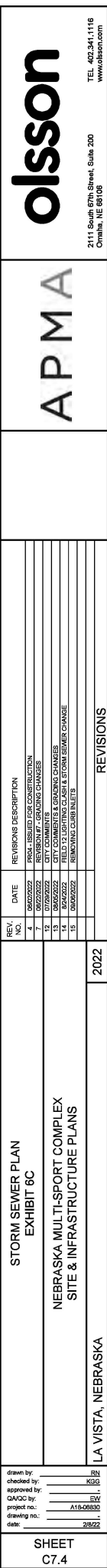
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KEY NOTES	
(A)	TAP PROPOSED STORM SEWER PIPE, INSTALL TEE OR INSTALL WYE. CONTRACTOR SHALL MATCH CENTERLINES OF PIPE. REFERENCE DETAIL SHEET.
(B)	BELOW GRADE DOWNSPOUT CONNECTION LOCATION: REFERENCE ARCHITECTURAL PLAN FOR EXACT LOCATION. ALL PIPES CONNECTING TO DOWNSPOUTS SHALL BE 6" UNLESS OTHERWISE NOTED. MINIMUM SLOPE IS 1.0% UNLESS OTHERWISE NOTED. LATERALS SHALL BE HDPE. REFERENCE DETAIL SHEET FOR DOWNSPOUT CONNECTION DETAIL. PROVIDE CLEAN CUTS AT EACH CHANGE IN DIRECTION.
(C)	STORM SEWER LATERAL (6" UNLESS OTHERWISE NOTED ON PLAN). REFERENCE PLAN FOR SIZE. MINIMUM SLOPE IS 1.0% UNLESS OTHERWISE NOTED. LATERALS SHALL BE HDPE. PROVIDE CLEAN CUTS IN EACH CHANGE IN DIRECTION.

STRUCTURE LEGEND		
SYMBOL	KEY	DESCRIPTION
●	DB-#	ADD DRAIN BASIN. REFERENCE PLAN FOR SIZE AND COVER.
⌋	CI-#	CURB INLET: CITY OF OMAHA CURB INLET. REFERENCE PLAN FOR TYPE AND REFERENCE CITY OF OMAHA STANDARD PLATE 702-09.
⌋	FES-#	EXISTING FLARED END SECTION WITH TOE/CUT OFF WALL. REFERENCE MASS GRADING PLANS.
⊙	OS-#	AFTER SITE IS STABILIZED PER TERMS OF APPROVED SWPPP PLAN AND NPDES/PCWP PERMITS, CONTRACTOR SHALL REMOVE TEMPORARY SEDIMENT TRAP AND CONSTRUCT PERMANENT OUTLET STRUCTURE. REFERENCE DETAIL SHEET.
—		STORM SEWER PIPE. REFERENCE THIS PLAN FOR SIZE AND CIVIL NOTE SHEET FOR MATERIALS (HDPE OR PVC) UNLESS OTHERWISE NOTED.
—		SANITARY SEWER PIPE. REFERENCE SANITARY SEWER PLAN FOR SIZE AND CIVIL NOTE SHEET FOR MATERIALS.

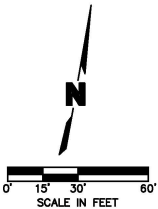


STORM SEWER PLAN EXHIBIT 6C		NEBRASKA MULTI-SPORT COMPLEX SITE & INFRASTRUCTURE PLANS		LA VISTA, NEBRASKA	
				2022	

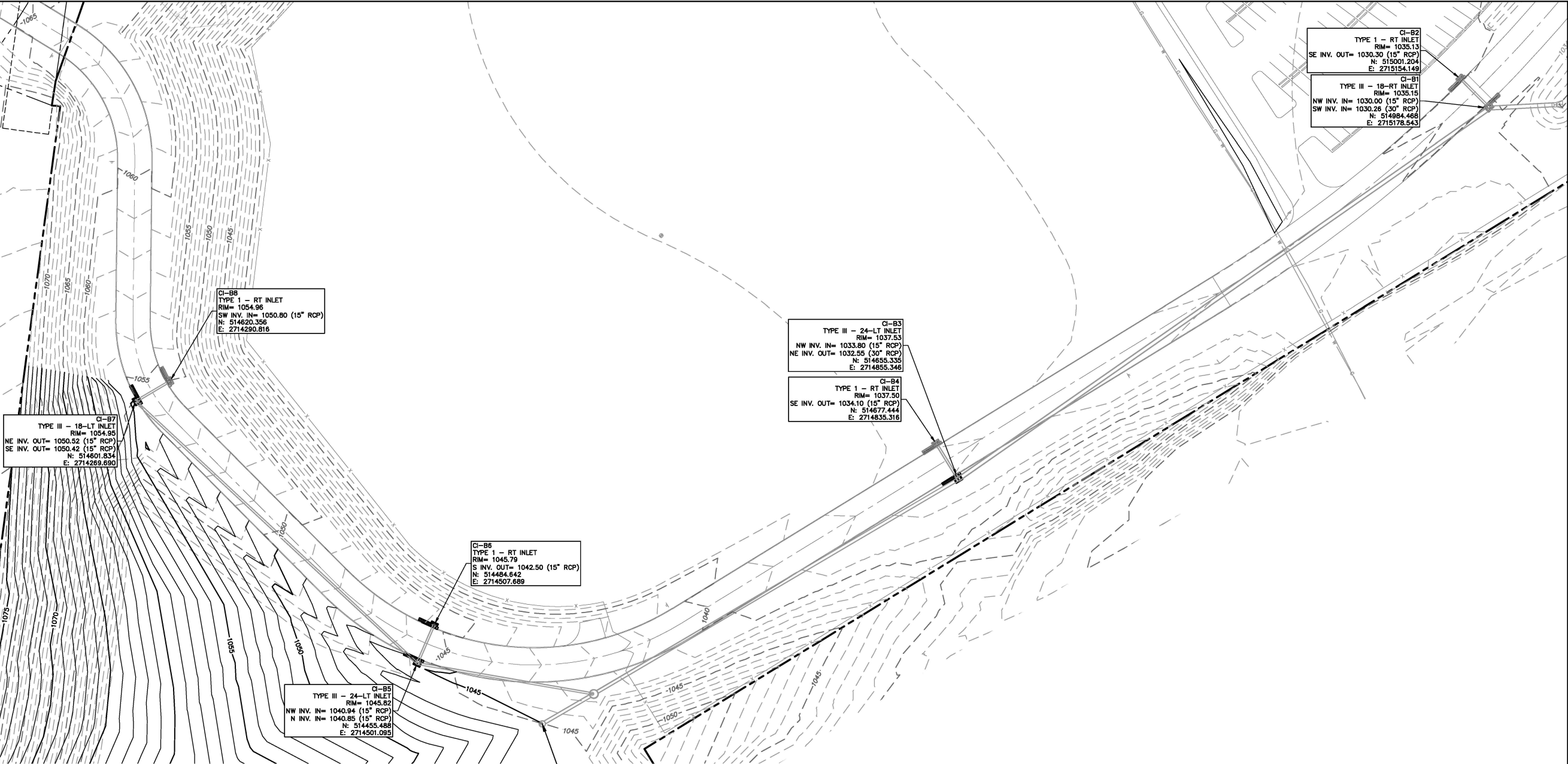


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STRUCTURE LEGEND		
SYMBOL	KEY	DESCRIPTION
	DB-#	ADS DRAIN BASIN. REFERENCE PLAN FOR SIZE AND COVER.
	CI-#	CURB INLET: CITY OF OMAHA CURB INLET. REFERENCE PLAN FOR TYPE AND REFERENCE CITY OF OMAHA STANDARD PLATE 702-09.
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		STORM SEWER PIPE. REFERENCE THIS PLAN FOR SIZE AND CIVIL NOTE SHEET FOR MATERIALS (HDPE OR PVC) UNLESS OTHERWISE NOTED.
		SANITARY SEWER PIPE. REFERENCE SANITARY SEWER PLAN FOR SIZE AND CIVIL NOTE SHEET FOR MATERIALS.



REMOVE AND REPLACE 54" MANHOLE
SOLID COVER WITH GRATE COVER.



TYPE I - RT INLET
CI-B2
RIM= 1035.13
SE INV. OUT= 1030.30 (15" RCP)
N: 515001.204
E: 2715154.149

TYPE III - 18-RT INLET
CI-B1
RIM= 1035.15
NW INV. IN= 1030.00 (15" RCP)
SW INV. IN= 1030.26 (30" RCP)
N: 514984.466
E: 2715178.543

TYPE III - 24-LT INLET
CI-B3
RIM= 1037.53
NW INV. IN= 1033.80 (15" RCP)
NE INV. OUT= 1032.55 (30" RCP)
N: 514855.335
E: 2714855.346

TYPE I - RT INLET
CI-B4
RIM= 1037.50
SE INV. OUT= 1034.10 (15" RCP)
N: 514677.444
E: 2714835.316

TYPE I - RT INLET
CI-B6
RIM= 1045.79
S INV. OUT= 1042.50 (15" RCP)
N: 514484.642
E: 2714507.689

TYPE III - 24-LT INLET
CI-B5
RIM= 1045.82
NW INV. IN= 1040.94 (15" RCP)
N INV. IN= 1040.85 (15" RCP)
N: 514455.488
E: 2714501.095

TYPE I - RT INLET
CI-B8
RIM= 1054.96
SW INV. IN= 1050.80 (15" RCP)
N: 514820.356
E: 2714290.816

TYPE III - 18-LT INLET
CI-B7
RIM= 1054.95
NE INV. OUT= 1050.52 (15" RCP)
SE INV. OUT= 1050.42 (15" RCP)
N: 514601.834
E: 2714269.690

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REVISIONS

STORM SEWER PLAN
EXHIBIT 6C

NEBRASKA MULTI-SPORT COMPLEX
SITE & INFRASTRUCTURE PLANS


LA VISTA, NEBRASKA

2022

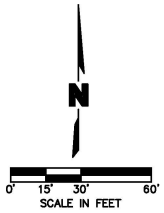
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approved by: EVJ
QA/QC by: A18-0883
project no.:
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date:

SHEET
C7.5

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KEY NOTES	
	TAP PROPOSED STORM SEWER PIPE. INSTALL TEE OR INSTALL WYE. CONTRACTOR SHALL MATCH CENTERLINES OF PIPE. REFERENCE DETAIL SHEET.

STRUCTURE LEGEND		
SYMBOL	KEY	DESCRIPTION
	DB-#	ADS DRAIN BASIN. REFERENCE PLAN FOR SIZE AND COVER.
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STORM SEWER PLAN
EXHIBIT 6C
NEBRASKA MULTI-SPORT COMPLEX
SITE & INFRASTRUCTURE PLANS

LA VISTA, NEBRASKA

2022

REVISIONS DESCRIPTION		
REV.	DATE	DESCRIPTION
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2	09/09/2022	PREP. ISSUED FOR CONSTRUCTION
14	09/09/2022	FIELD TO LOCATING CANT

REVISIONS

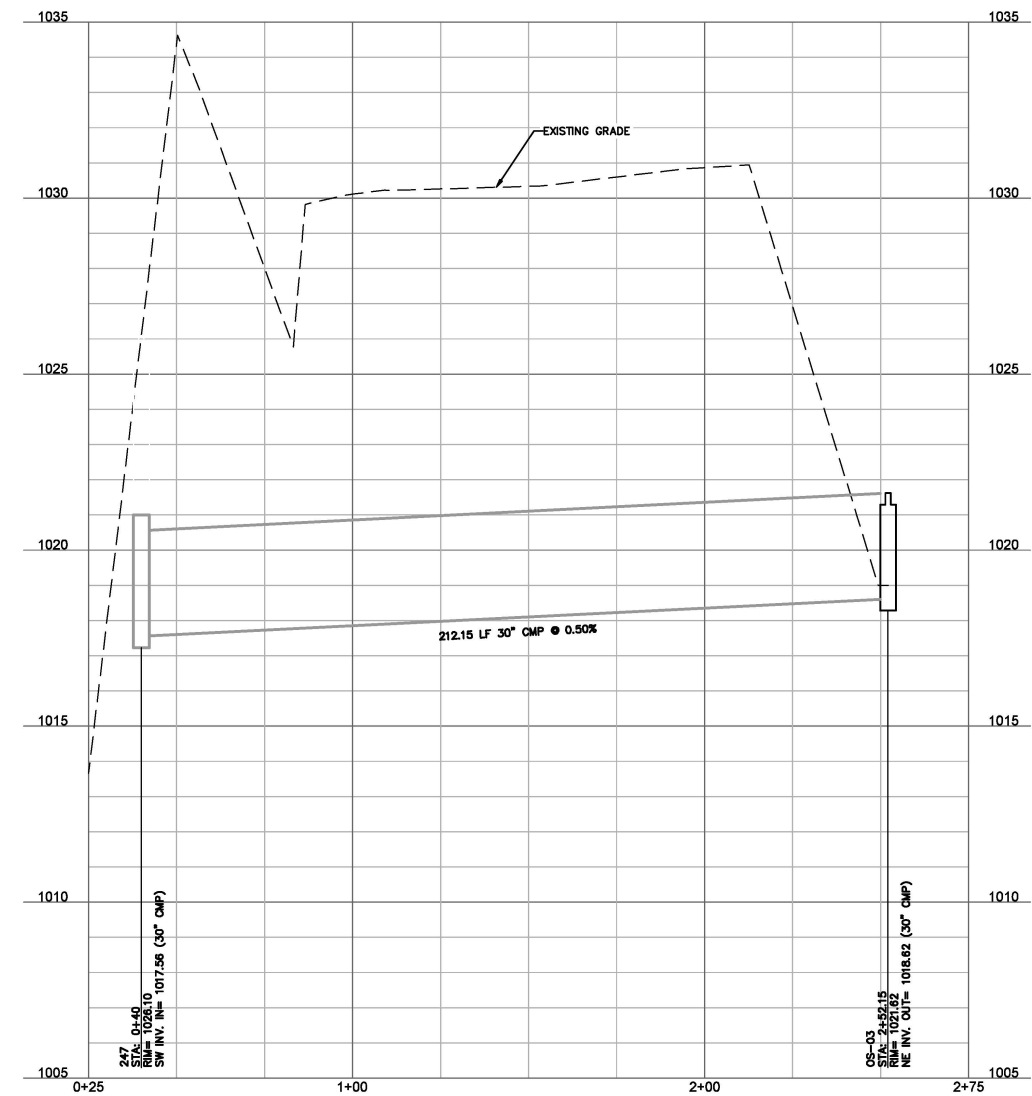
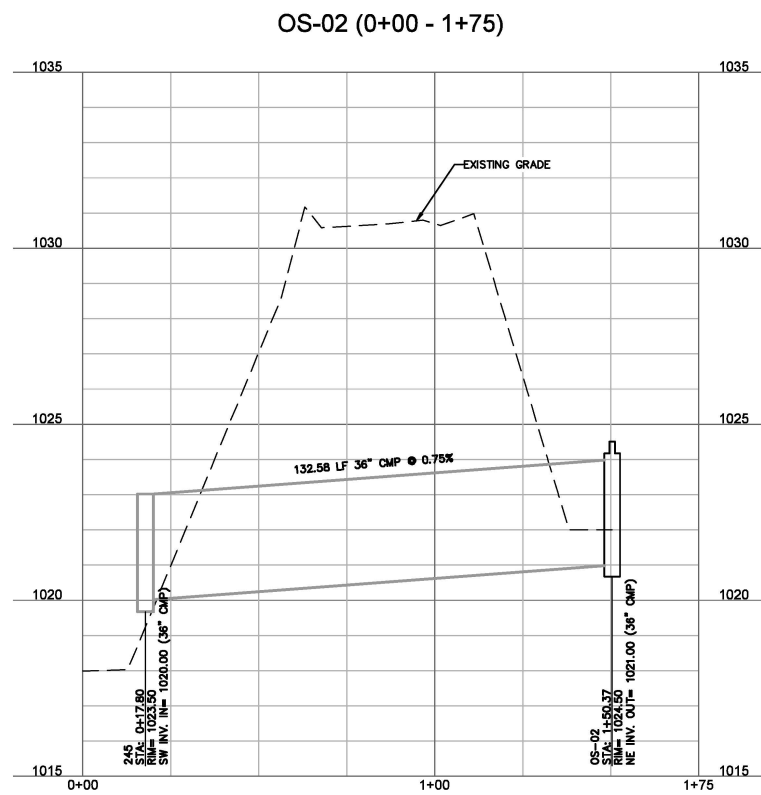
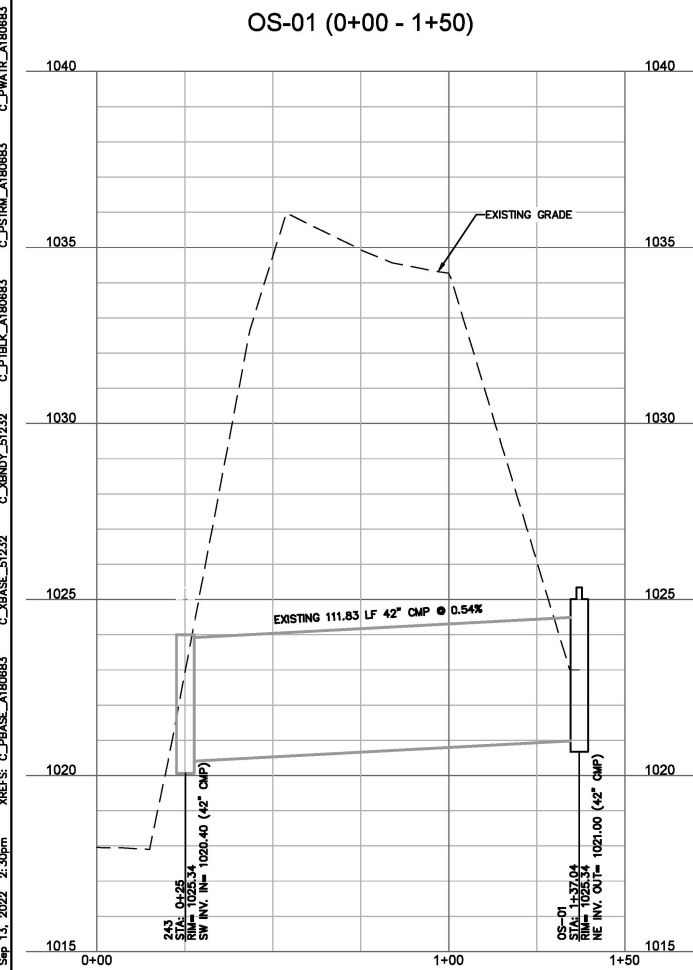
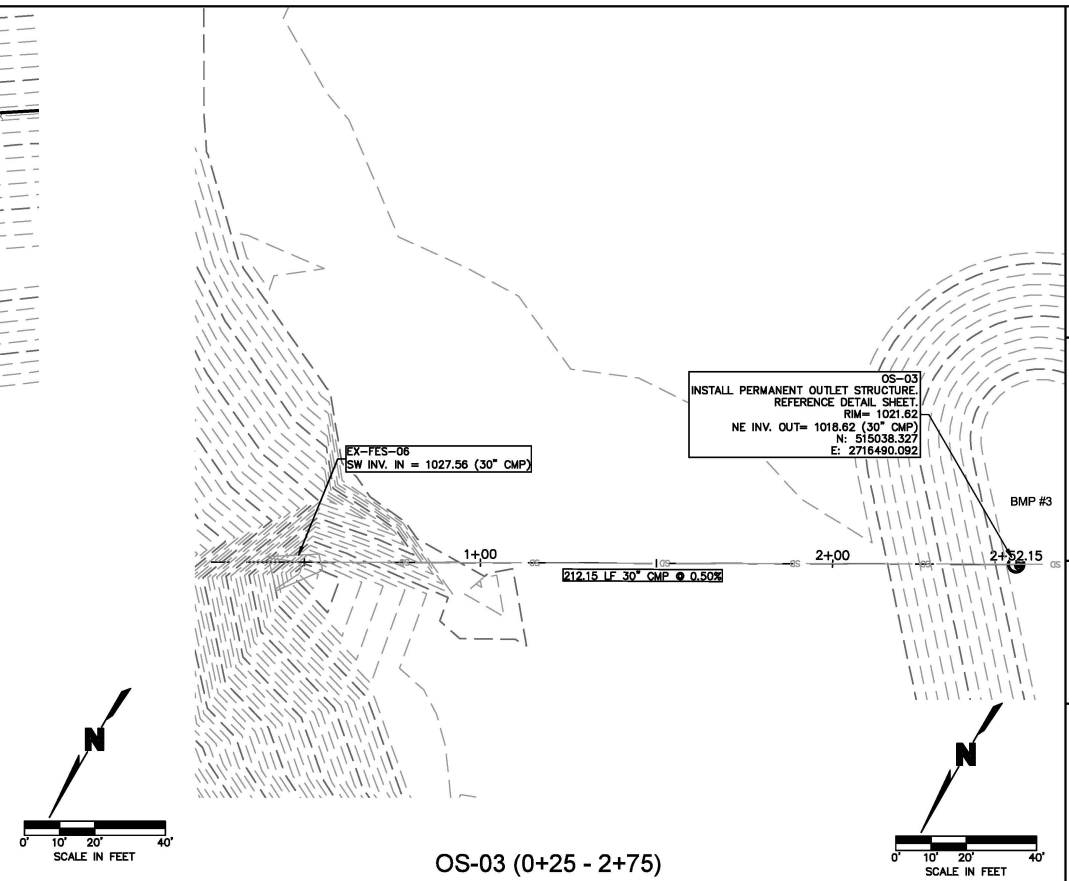
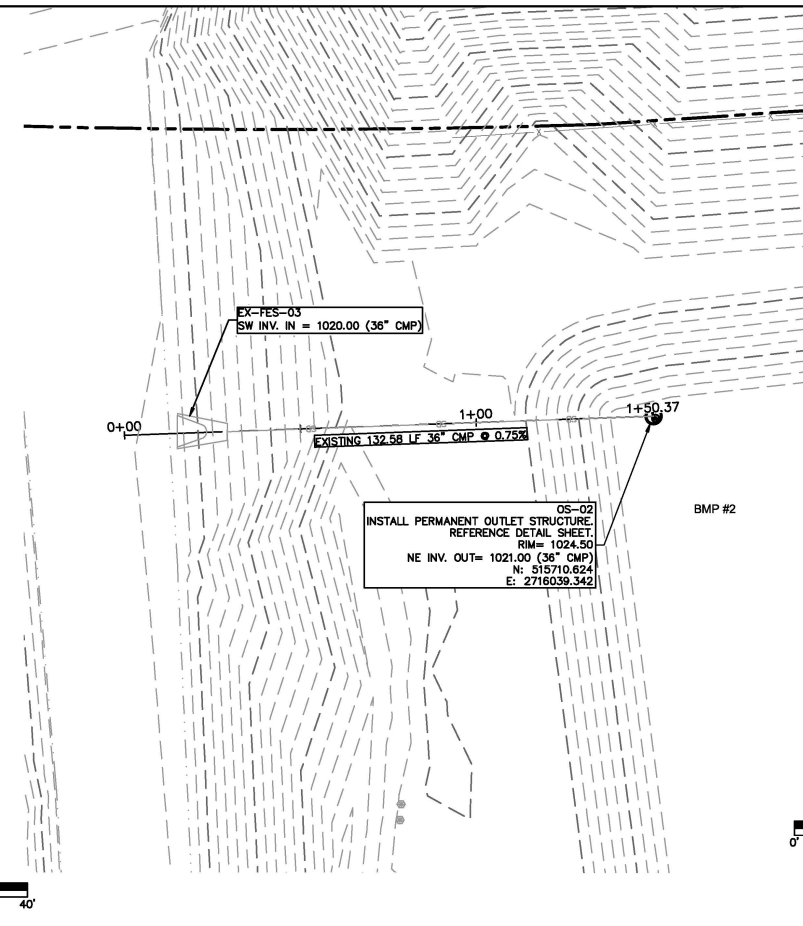
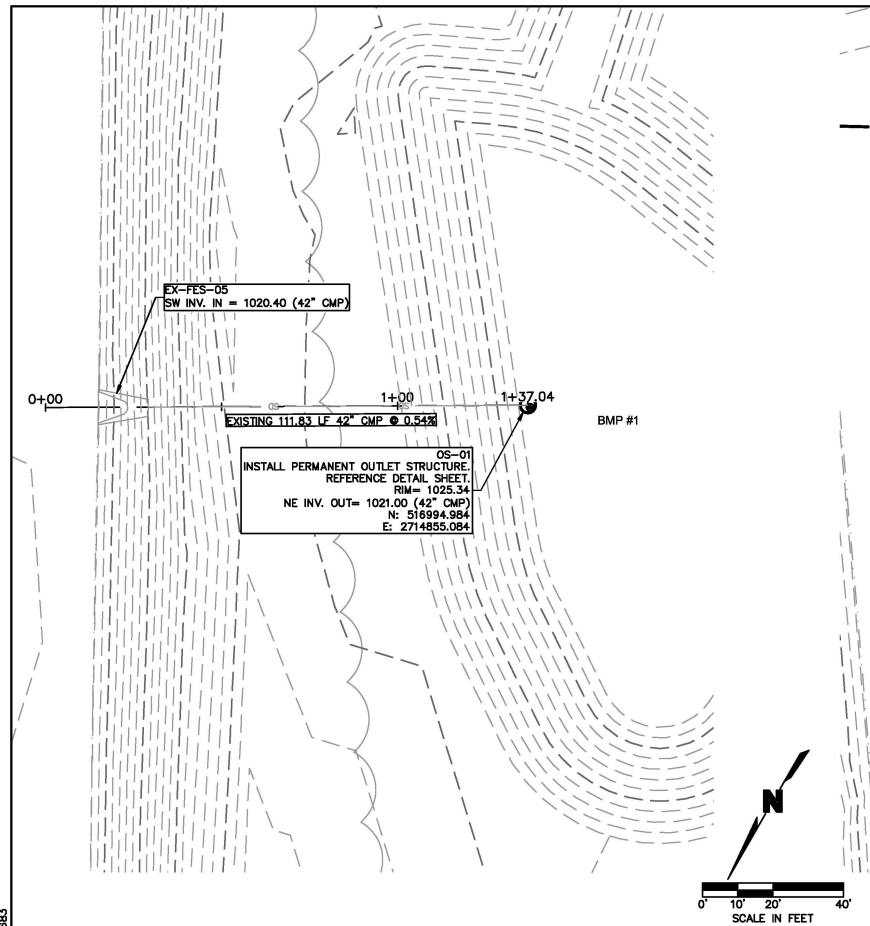
APMA

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Omaha, NE 68106

drawn by: RUI
checked by: KSG
approved by: JLV
QA/QC by: A18-0883
project no.: 28822
date: 09/09/2022

SHEET
C7.6



REV. NO.	DATE	REVISIONS DESCRIPTION
4	08/02/2022	PROJ. ISSUED FOR CONSTRUCTION

STORM SEWER PLAN & PROFILE
EXHIBIT 6C

LA VISTA, NEBRASKA

drawn by: _____ RN
checked by: _____ KGG
approved by: _____
QA/QC by: _____ EW
project no.: _____ A18-06830
drawing no.: _____
date: _____ 2/8/22

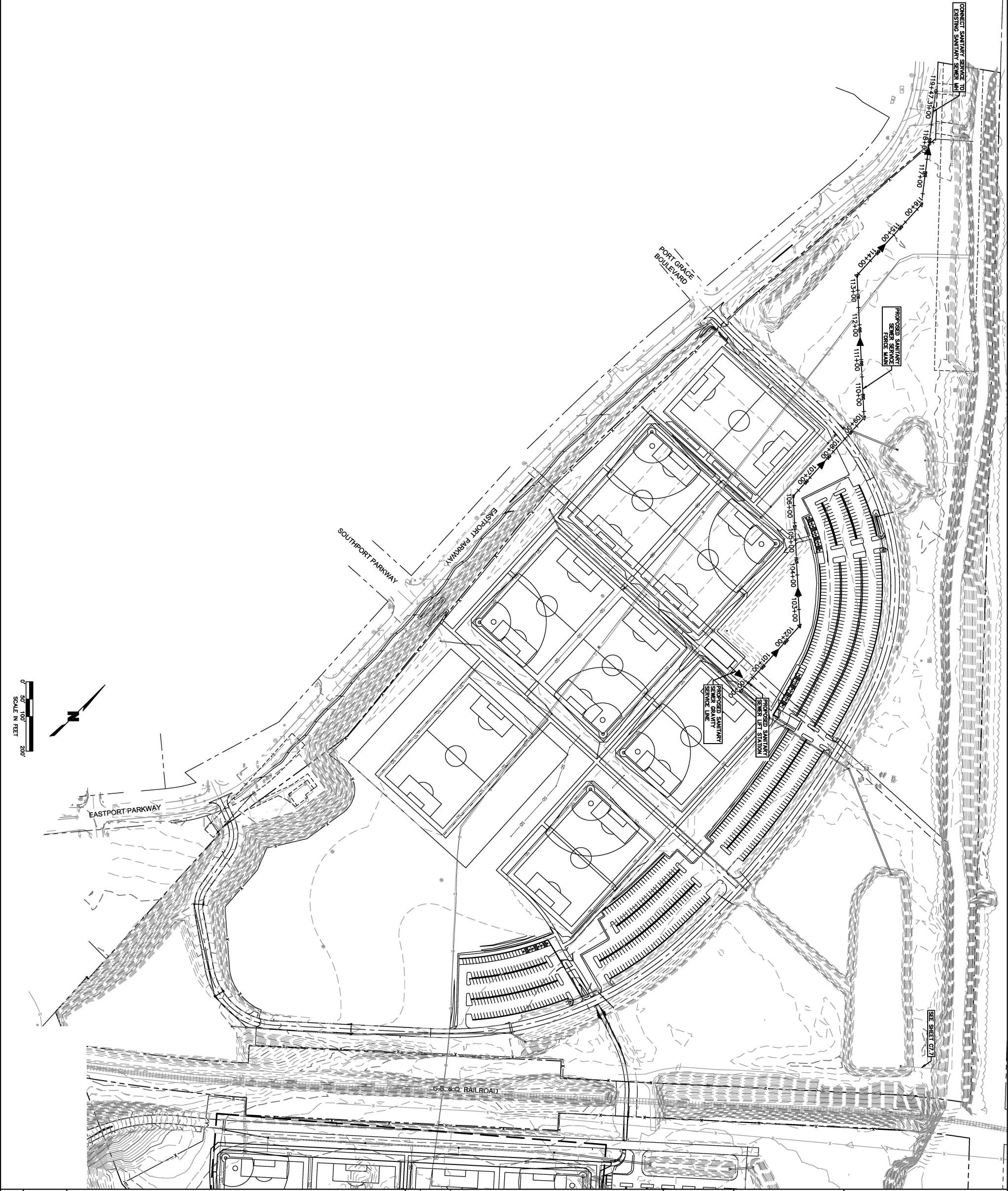
olsson

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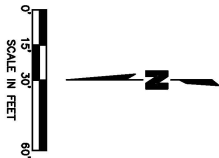
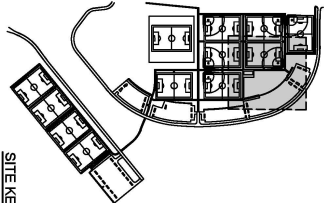
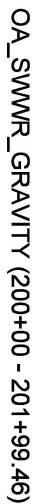
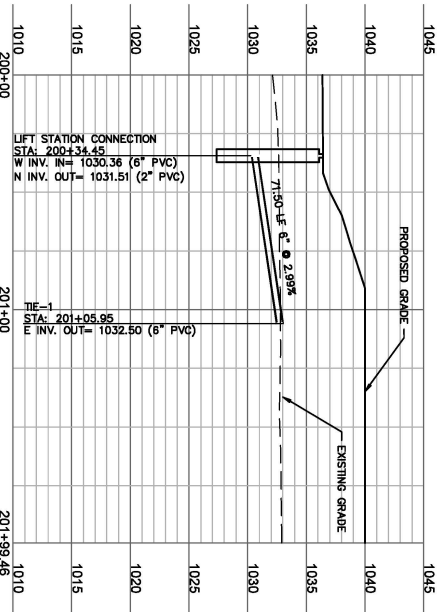
APMA

Sanitary Sewers

Exhibit 6(d)

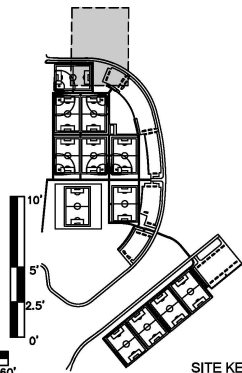
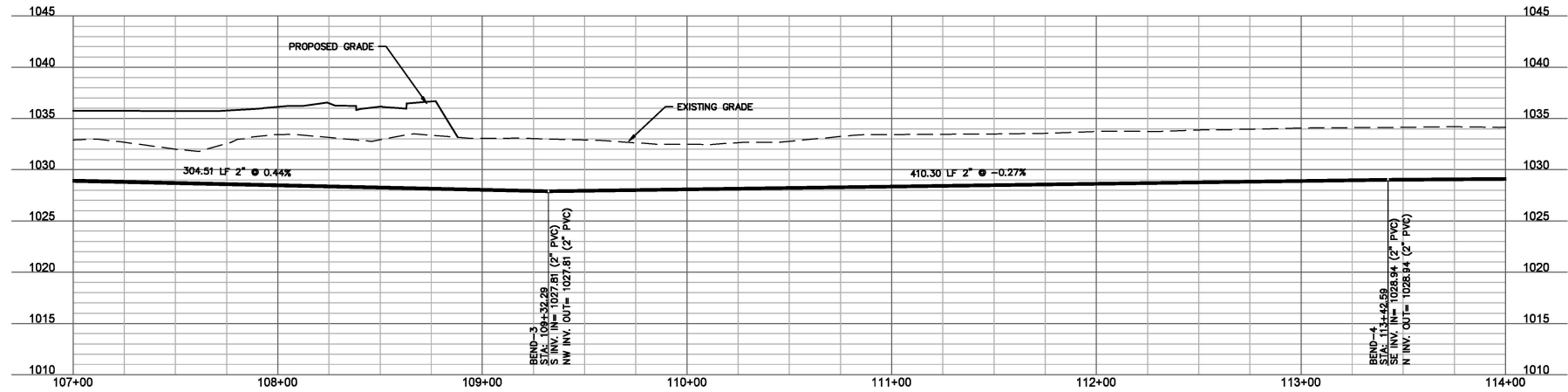
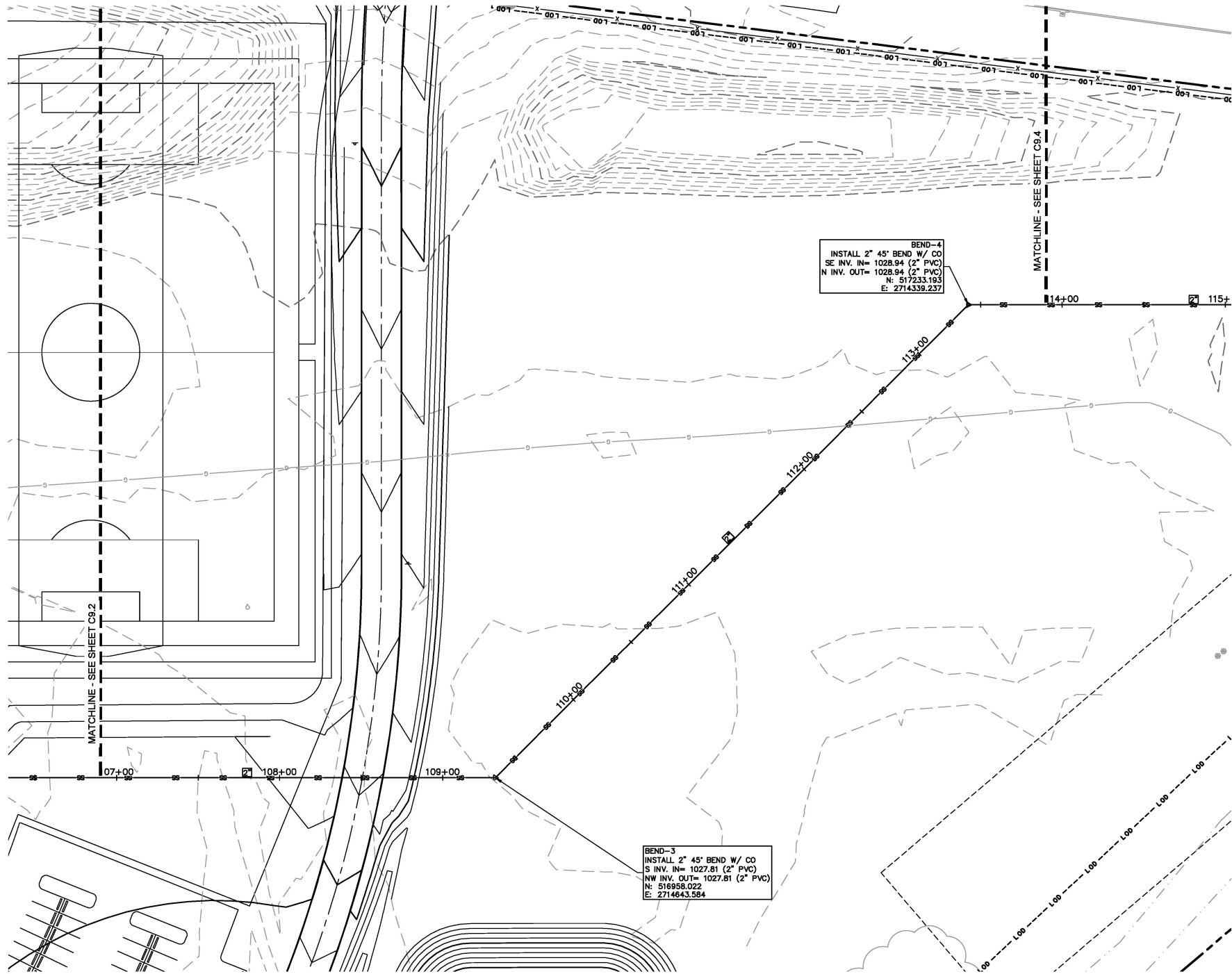


SHEET C9.0	OVERALL SANITARY SEWER PLAN EXHIBIT 6D	REV. NO. 8	DATE 09/20/22	REVISIONS DESCRIPTION DESIGN REVIEW COMMENTS			2111 South 67th Street, Suite 200 Omaha, NE 68108 TEL 402.341.1116 www.olsson.com
	NEBRASKA MULTI-SPORT COMPLEX SITE & INFRASTRUCTURE PLANS						
	LA VISTA, NEBRASKA	2022	REVISIONS				



<div>SHEET</div> <div>CS 1</div>	<div>designed by: <u> </u></div> <div>checked by: <u> </u></div> <div>prepared by: <u> </u></div> <div>drawn by: <u> </u></div> <div>date: <u> </u></div> <div>NS</div> <div>KSD</div> <div>ENR</div> <div>AK00000</div> <div>2022</div>	<div>SANITARY SEWER PLAN & PROFILE</div> <div>EXHIBIT 6D</div>	<div>REV. NO.</div> <div>2</div> <div>3</div> <div>4</div> <div>6</div> <div> </div> <div> </div> <div> </div> <div> </div> <div> </div>	<div>DATE</div> <div>03/01/22</div> <div>01/16/22</div> <div>06/02/22</div> <div>06/22/22</div> <div> </div> <div> </div> <div> </div> <div> </div> <div> </div>	<div>REVISIONS DESCRIPTION</div> <div>REVISED SANITARY SEWER ALIGNMENT</div> <div>PRICED</div> <div>PRIMA - ISSUED FOR CONSTRUCTION</div> <div>DESIGN REVIEW COMMENTS</div> <div> </div> <div> </div> <div> </div> <div> </div>	<div><div>A P M A</div><div>olsson</div></div> <div>2111 South 67th Street, Suite 200 Omaha, NE 68106</div> <div>TEL 402.341.1116 www.olsson.com</div>
	<div>LA VISTA, NEBRASKA</div> <div>2022</div>	<div>REVISIONS</div>				

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2	09/07/22	FROM ISSUED FOR CONSTRUCTION

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SANITARY SEWER PLAN & PROFILE
EXHIBIT 6D

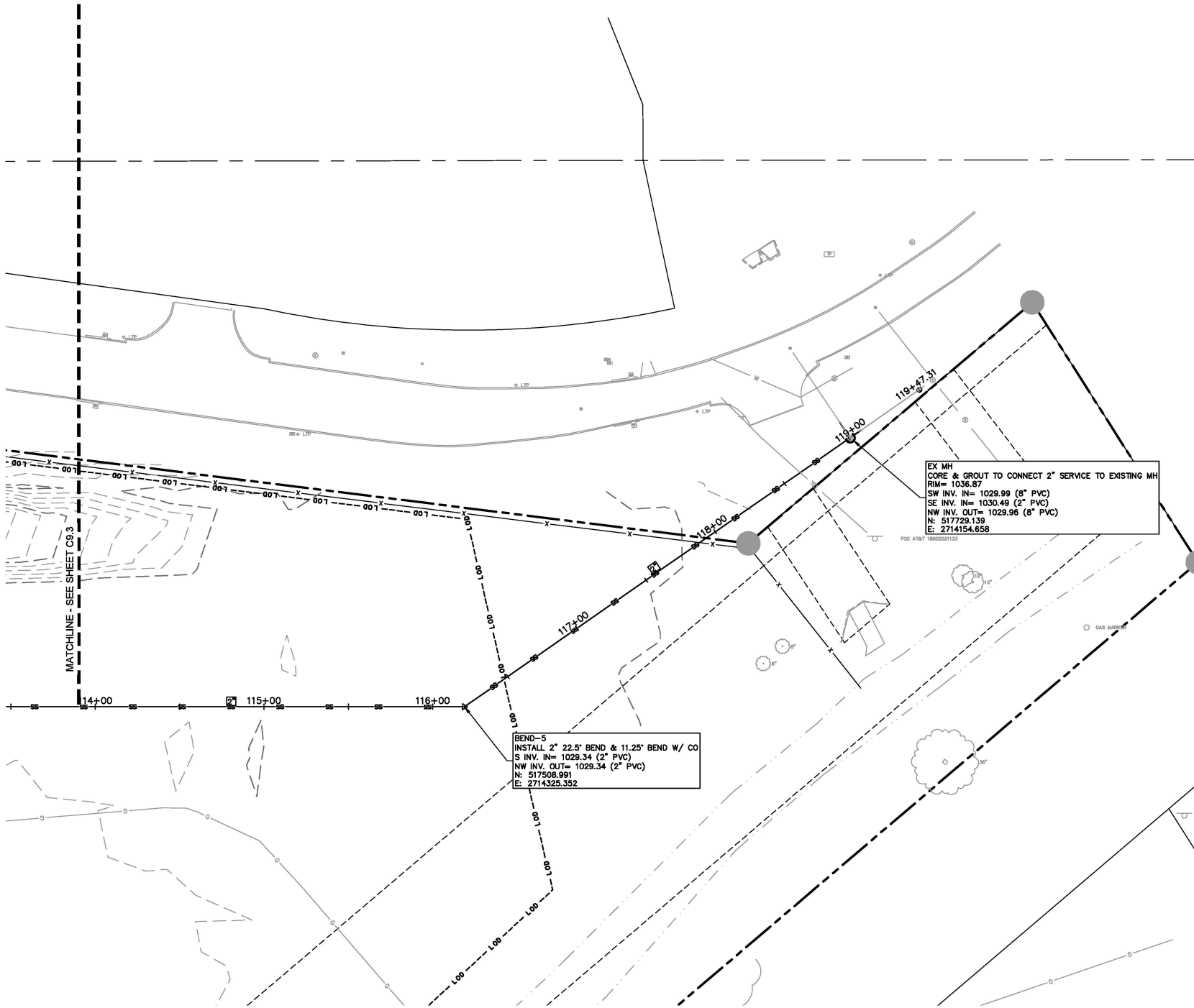
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SITE & INFRASTRUCTURE PLANS

LA VISTA, NEBRASKA

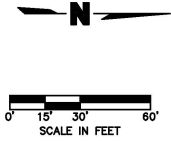
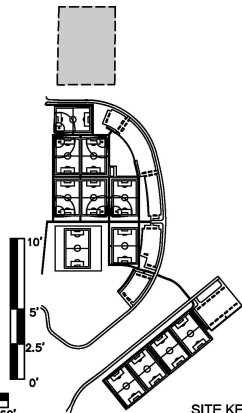
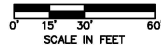
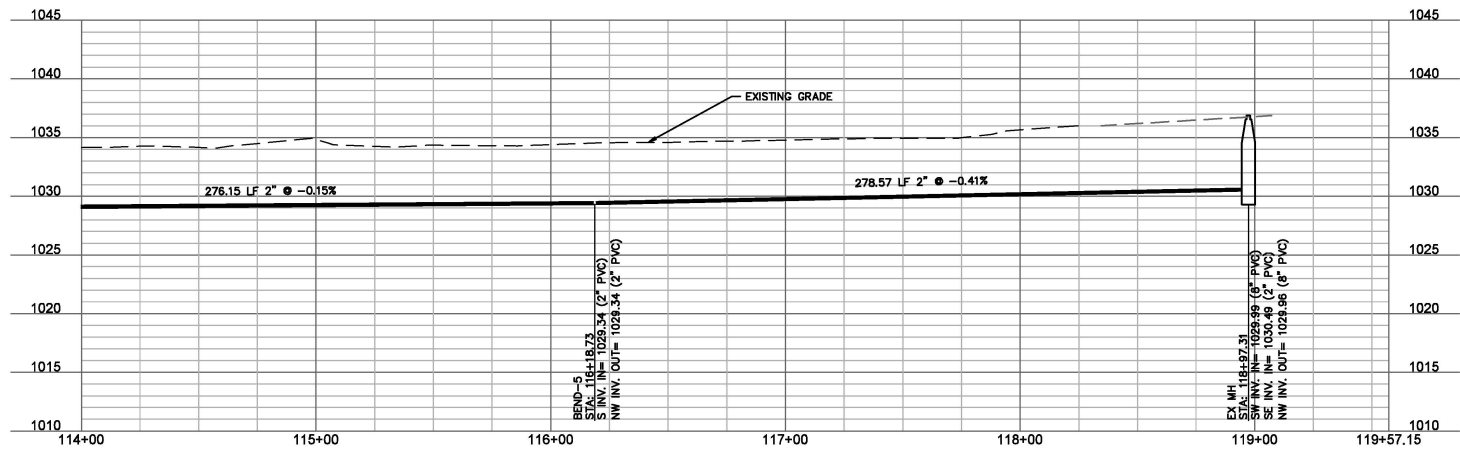
drawn by: RLL
checked by: KSG
approved by: JLV
QA/QC by: A18-0983
project no.: 28822
drawing no.:
date:

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drawn by: RUI
checked by: KSG
approved by: EVY
QA/QC by: A18-0683
project no.:
drawing no.: 28/22
date:

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LA VISTA, NEBRASKA

SANITARY SEWER PLAN & PROFILE
EXHIBIT 6D
NEBRASKA MULTI-SPORT COMPLEX
SITE & INFRASTRUCTURE PLANS

2022

REV.	NO.	DATE	REVISIONS DESCRIPTION
1	09/02/22	09/02/22	REVISED SANITARY SEWER ALIGNMENT
2	09/02/22	09/02/22	PREC- ISSUED FOR CONSTRUCTION
3	09/02/22	09/02/22	DESIGN REVIEW COMMENTS
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Post-Construction Storm Water Management Plan
And
Post-Construction Storm Water Management Plan
Maintenance Agreement

EXHIBIT 8

DRAINAGE REPORT & POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN

FOR

NEBRASKA MULTI-SPORT COMPLEX

1) Tax Lots 11 & 15, 17-14-12. 2) All of Tax Lot 2a & Pt of Tax Lots 2b1 & 3 Lying N & W of Railroad ROW 17-14-12. 3) Northeasterly Pt of Tax Lot 1a1b & Northwesterly Pt of Tax Lot 2b1 & Northwesterly Pt of Tax Lot 3 All Lying S & E of Railroad ROW 17-14-12

LA VISTA, NE

**PREPARED FOR
THE CITY OF LA VISTA**

**PREPARED BY
OLSSON**

AUGUST 1ST, 2022

**PROJECT #: 018-0683-A
PCSMP: LAV-20160908-3764-P**

NOT FINAL - SUBJECT TO CHANGE



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 - A.2. Methodology/Assumptions
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 - A.4. Post-Developed Conditions
 - B. DRAINAGE BASIN IDENTIFICATION:
 - C. DRAINAGE CALCULATIONS:
 - D. POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN:
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 - D.3. Water Quality Treatment Summary
 - D.4. BMP 1: Dry Detention Basin
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 - E. 100-YEAR OVERFLOW PATH DESCRIPTIONS:
- APPENDICES**
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EXECUTIVE SUMMARY

This report contains basic data about the site, drainage basin identification information, drainage calculations and the post-construction stormwater management plan. This report demonstrates the proposed drainage system for this project meets the City of La Vista's current stormwater requirements including the 2-, 10-, 100-year storm events and applicable water quality standards. All required supporting documents can be found in the appendices.

A. BASIC SITE DATA:

A.1. Site Information

- Existing Use: Transitional Agriculture with Gateway Corridor
- Proposed Use: Mixed Use - Community Commercial District
- Address: 8001 Eastport Parkway
- Legal Description: Tax Lots 11 & 15 : All of Tax Lot 2A & Pt of Tax Lots 2B1 & 3 Lying N & W of Railroad ROW : Northeasterly Pt of Tax Lot 1A1B & Northwesterly Pt of Tax Lot 2B1 & Northwesterly Pt of Tax Lot 3 All Lying S & E of RR ROW 17-14-12
- Section: SW 1/4th of Section 17, Township 14 North, Range 12 East
- Property/Project Area: 156.37 acres
- Contributing Drainage Area (Including Off-site Area): 136.2 acres
- Project Description: Construction of a sports complex containing 12 fields, both paved and aggregate roads, sidewalks & parking areas, associated drainage and detention basins.
- Project located within CSO Area: No
- Hydrologic Soil Group: C

A.2. Methodology/Assumptions

- Basin Runoff and Detention Calculations: SCS Method (HydroCAD), 2, 10- and 100-year storms.
- Water Quality Calculations: Volume Method. (First ½" of runoff volume or 1.5 cfs/acre flow rate equivalent)
- Storm Sewer Sizing:
 - Rational Method, 10-year storm
 - Runoff Coefficient & Rainfall Intensity: Omaha Regional Stormwater Design Manual
 - HDPE Pipe: n=0.013
- Assumptions
 - Assumptions are listed within the report.
- References:
 - Omaha Regional Stormwater Design Manual (2014)
 - City of Omaha Storm Sewer Sizing Spreadsheet (2008)
 - UDFCD Water Quality Plate Design Spreadsheet (Version 3.0)
 - Olsson Report of Geotechnical Investigation (Dated 9.9.2016)
 - First Defense High Capacity Specification
- Software:
 - HydroCAD (Version 10.00-19)

A.3. Pre-Developed Conditions

The site was originally mass graded in 2016 as part of the original project scope, and the project site was regraded in 2018 as the project scope changed. For clarity in this report, the 2016 pre-developed conditions have been assumed for comparing pre-construction and post-construction stormwater runoff values. The existing ground for this site consists almost entirely of open green space. Stormwater generally flows to the east towards the Papillion Creek. All stormwater eventually leads to a point downstream in the Papillion Creek denoted as Impact Point A.

A.4. Post-Developed Conditions

The proposed project site will consist of twelve turf soccer fields, associated parking, sidewalks, access roads, and open green space. Private storm sewer will capture stormwater with area inlets & curb inlets and convey it to three dry detention basins on the east side of the site. Prior to discharging into the Papillion Creek, three permanent outlet structures will assist in treating water quality denoted as BMP #1, BMP #2, & BMP #3.

B. DRAINAGE BASIN IDENTIFICATION:

The drainage basins referenced in this report are described in Tables 1A and 1B below. Reference Appendix "A" for Drainage Basin Maps.

Table 1A: Drainage Basin Descriptions		
Basin Name	Basin Description	Impact Point
Existing Drainage Basins		
EX-A1.1	Drainage Basin EX-A1.1 corresponds to the drainage area where stormwater runoff travels via overland flow to South 120 th Street. This basin covers less than 0.2% of the existing site, with contours ranging from 1041' to 1038'. Basin EX-A1.1 consists almost entirely of open green space, with some paved areas. Stormwater flows west off-site onto South 120 th Street where it enters a public storm sewer via multiple curb inlets. Stormwater then flows north before discharging into the Papillion Creek at Impact Point A1 and continuing to Impact Point A.	A1 & A
EX-A1.2	Drainage Basin EX-A1.2 corresponds to the drainage area where stormwater runoff travels via overland flow to Eastport Parkway. This basin covers less than 0.8% of the existing site, with contours ranging from 1091' to 1065'. Basin EX-A1.2 consists of open green space and the drive entrance of Outlot A. Stormwater flows west off-site into Eastport Parkway where stormwater runoff is collected by public storm sewer via multiple curb inlets. Stormwater then flows north before discharging into the Papillion Creek at Impact Point A1 and continuing to Impact Point A.	A1 & A
EX-A2	Drainage Basin EX-A2 corresponds to the drainage area North of the C.B. & Q Railroad where stormwater runoff travels via overland flow to the Papillion Creek. This basin covers approximately 69% of the existing site, with contours ranging from 1091' to 1030'. Basin EX-A2 consists of mostly open green space, with some forested area and an existing utility station. Stormwater generally flows east-southeast into Papillion Creek before continuing to Impact Point A.	A
EX-A3	Drainage Basin EX-A3 corresponds to the drainage area South of the C.B. & Q Railroad where stormwater runoff travels via overland flow to the Papillion Creek. This basin covers approximately 30% of the existing site, with contours ranging from 1065' to 1022'. Basin EX-A3 consists of mostly open green space with some forested area. Stormwater flows east into the Papillion Creek before continuing to Impact Point A.	A

Table 1B: Drainage Basin Descriptions

Basin Name	Basin Description	Impact Point
Proposed Drainage Basins		
PR-A1.1	Drainage area PR-A1.1 corresponds to the northern portion of the development where stormwater runoff cannot be collected by private storm sewer, and therefore, is not detained or treated onsite. This drainage area consists entirely of green space. Stormwater flows east off-site into the Papillion Creek at Impact Point A1 where it continues to flow to Impact Point A.	A1 & A
PR-A1.2	Drainage basin PR-A1.2 corresponds to the western portion of the development where stormwater runoff cannot be collected by private storm sewer, and therefore, is not detained or treated onsite. This drainage area consists of the west sidewalk and greenspace along Eastport Parkway. Stormwater runoff flows west off-site into Eastport Parkway where stormwater runoff is collected by public storm sewer via multiple curb inlets. Stormwater then flows north before discharging into the Papillion Creek at Impact Point A1 and continuing to Impact Point A.	A1 & A
PR-A2	Drainage area PR-A2 corresponds to the site area where stormwater runoff will be detained by a dry detention basin denoted as (BMP #1). Drainage area PR-A2 consists of the northern portion of the north proposed access road, parking, and sidewalks (both paved and aggregate), three sports fields, and open green space. Stormwater in this basin will overland flow into various area inlets, drainage ditches and the dry detention basin. Stormwater runoff captured by area inlets is conveyed through the private storm sewer network before discharging into BMP #1. Stormwater that is captured by the on-site drainage ditches will flow to the dry detention basin BMP #1 via culvert crossings. Stormwater is then discharged into the Papillion Creek where it flows to Impact Point A.	A
PR-A3	Drainage area PR-A3 corresponds to the site area where stormwater runoff will be detained by a dry detention basin denoted as (BMP #2). Drainage area PR-A3 consists of the southern portion of the north proposed access road, parking, and sidewalks (both paved and aggregate), five sports fields, concessions building and open green space. Stormwater in this basin will overland flow into various area inlets, drainage ditches and the dry detention basin. Stormwater runoff captured by area inlets is conveyed through the private storm sewer network before discharging into BMP #2. Stormwater that is captured by the on-site drainage ditches will flow to the dry detention basin BMP #2 via culvert crossings. Stormwater is then discharged into the Papillion Creek where it flows to Impact Point A.	A
PR-A4	Drainage area PR-A4 corresponds to the site area where stormwater runoff will be detained by a dry detention basin denoted as (BMP #3). Drainage area PR-A4 consists of the southern proposed access road, parking, and sidewalks (both paved and aggregate), four sports fields, and open green space. Stormwater in this basin will overland flow into various area inlets, a drainage ditch and the dry detention basin. Stormwater runoff captured by area inlets is conveyed through the private storm sewer network before discharging into BMP #3. Stormwater that is captured by the on-site drainage ditches will flow to the dry detention basin BMP #3 via culvert crossings. Stormwater is then discharged into the Papillion Creek where it flows to Impact Point A.	A

C. DRAINAGE CALCULATIONS:

The drainage calculations are summarized in Table 2 below. Reference Appendix "B" for HydroCAD Summary Sheets.

Table 2: Drainage Summary Table A (SCS Method) ⁽¹⁾									
Basin	Area, A (A.C.)	Impervious Area (A.C.)	Pervious Area (A.C.)	% Impervious	CN	T _c (min.)	Q ₂ (cfs)	Q ₁₀ (cfs)	Q ₁₀₀ (cfs)
Existing Basins									
EX-A1.1	0.26	0.00	0.26	0%	86	15.7	0.57	1.03	1.64
EX-A1.2	1.06	0.00	1.06	0%	86	19.3	2.10	3.79	6.03
Impact Point A1 ⁽²⁾	1.32	0.00	1.32	0.00%			2.65	4.77	7.60
EX-A2	93.72	0.00	93.72	0%	86	67.9	79.74	145.51	233.73
EX-A3	41.17	0.00	41.17	0%	86	43.2	48.62	88.58	142.00
Impact Point A ⁽²⁾	136.21	0.00	136.21	0%			118.02	215.69	346.73
Proposed Basins									
PR-A1.1	0.41	0.00	0.41	0%	79	9.9	0.79	1.59	2.72
PR-A1.2	1.37	0.23	1.14	17%	82	7.1	3.40	6.45	10.58
Impact Point A1 ⁽²⁾	1.78	0.23	1.55	12.87%			4.15	7.89	13.20
PR-A2	27.79	4.20	23.60	15%	81	43.1	25.68	51.35	87.02
PR-A3	65.47	7.68	57.79	12%	81	64.2	45.14	90.54	154.04
PR-A4	41.17	4.49	36.68	11%	80	32.8	43.55	88.50	151.38
Impact Point A ⁽²⁾	136.21	16.59	119.62	12%			25.85	77.37	131.88
Project Name:		Nebraska Multi Sport							
Project No.:		A18-0683							
Date:		8/1/2022							
By:		ZMM							

⁽¹⁾ Reference HydroCAD Summary Report

⁽²⁾ Runoff rates reflect HydroCAD Link Results

Summary of Impact Point A			
	Q ₂ (cfs)	Q ₁₀ (cfs)	Q ₁₀₀ (cfs)
Existing	118.02	215.69	346.73
Proposed	25.85	77.37	131.88

D. POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN:

D.1. Requirements

Per the City of La Vista's Post Construction Stormwater Management Plan guidance and stormwater ordinance, the requirements include detention and water quality treatment:

- Detention: "No net increase" in the 2, 10, and 100-year event.
- Water Quality Treatment: First ½" of runoff volume (1.5 cfs/acre flow rate equivalent).

D.2. Detention Summary

- Basin PR-A1.1: Stormwater in this basin is unable to be collected by on-site private storm sewer, therefore, no detention is being provided and stormwater will run directly offsite. (Note: BMP #1, BMP #2, & BMP #3 "over detains" to account for off-site runoff).
- Basin PR-A1.2: Stormwater in this basin is unable to be collected by on-site private storm sewer, therefore, no detention is being provided and stormwater will run directly offsite. (Note: BMP #1, BMP #2, & BMP #3 "over detains" to account for off-site runoff).
- Basin PR-A2: Dry Detention Basin (BMP #1)
- Basin PR-A3: Dry Detention Basin (BMP #2)
- Basin PR-A4: Dry Detention Basin (BMP #3)

D.3. Water Quality Treatment Summary

- Basin PR-A1.1: Water quality treatment for Basin PR-A1.1 (consisting of open space lawn,) is not provided, as the area drains off-site, ultimately to Impact Point A, and is unable to be captured by on-site private storm sewer.
- Basin PR-A1.2: Water quality treatment for Basin PR-A1.2 (consisting of open space lawn and sidewalk) is not provided, as the area drains off-site, ultimately to Impact Point A, and is unable to be captured by on-site private storm sewer.
- Basin PR-A2: Dry Detention Basin (Reference BMP 1 Summary Section)
- Basin PR-A3: Dry Detention Basin (Reference BMP 2 Summary Section)
- Basin PR-A4: Dry Detention Basin (Reference BMP 3 Summary Section).

D.4. BMP 1: Dry Detention Basin

- Basin PR-A2
- Design: The bottom and top elevations of Detention Pond A1 are (1023.00') and (1034.00') respectively. A Nyloplast drain basin with a dome grate will serve as the outlet structure. It will provide water quality in addition to controlling the basin outflow (detention). Water quality shall be provided for 27.79 acres of disturbed area.
- Required Water Quality Storage Volume: 50,439 CF (27.79 Acres x 1,815 CF/Acre)
- Proposed Water Quality Capture Volume: 50,447 CF @ EL: 1026.75.
- Reference Appendix "B" for HydroCAD Results.
- Reference Appendix "C" for Water Quality Plate Design.
- Reference Appendix "D" for Basin Outlet Structure Detail (OS-01)

D.5. BMP 2: Dry Detention Basin

- Basin PR-A3
- Design: The bottom and top elevations of Detention Pond A2 are (1022.00') and (1031.00') respectively. A Nyloplast drain basin with a dome grate will serve as the outlet structure. It will provide water quality in addition to controlling the basin outflow (detention). Water quality shall be provided for 65.47 acres of disturbed area.
- Required Water Quality Storage Volume: 118,828 CF (65.47 Acres x 1,815 CF/Acre)
- Proposed Water Quality Capture Volume: 119,055 CF @ EL: 1023.60'.
- Reference Appendix "B" for HydroCAD Results.
- Reference Appendix "C" for Water Quality Plate Design.
- Reference Appendix "D" for Basin Outlet Structure Detail (OS-02)

D.6. BMP 3: Dry Detention Basin

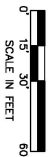
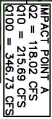
- Basin PR-A4
- Design: The bottom and top elevations of Detention Pond A3 are (1019.00') and (1030.00') respectively. A Nyloplast drain basin with a dome grate will serve as the outlet structure. It will provide water quality in addition to controlling the basin outflow (detention). Water quality shall be provided for 41.17 acres of disturbed area.
- Required Water Quality Storage Volume: 74,669 CF (41.17 Acres x 1,815 CF/Acre)
- Proposed Water Quality Capture Volume: 74,803 CF @ EL: 1022.11'.
- Reference Appendix "B" for HydroCAD Results.
- Reference Appendix "C" for Water Quality Plate Design.
- Reference Appendix "D" for Basin Outlet Structure Detail (OS-03)

E. 100 YEAR OVERFLOW PATH DESCRIPTION(S):

- The 100-year overflow paths for the detention basins will be through emergency spillways that outlet towards Papillion Creek.

APPENDIX A

DRAINAGE BASIN EXHIBITS

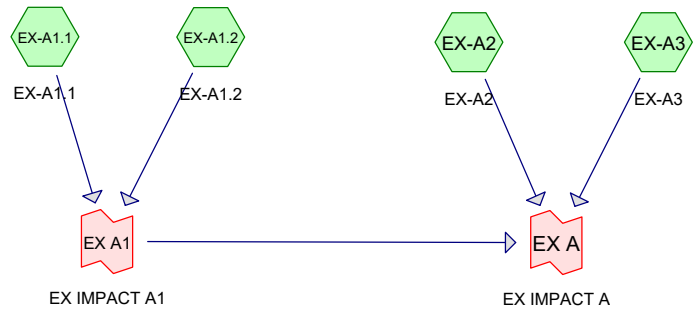


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LA VISTA, NEBRASKA		2022	REVISIONS							

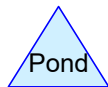
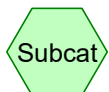
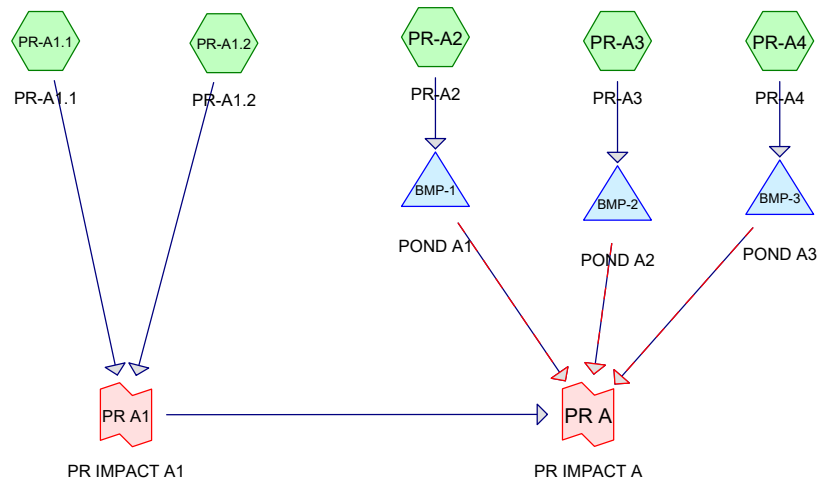
APPENDIX B

HYDROCAD SUMMARY REPORT

Existing



Proposed



Routing Diagram for 22-07-21_MultiSport Basin Calculations_A180633

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22-07-21_MultiSport Basin Calculations_A180683

Prepared by Olsson

Printed 8/4/2022

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Page 2

Rainfall Events Listing (selected events)

Event#	Event Name	Storm Type	Curve	Mode	Duration (hours)	B/B	Depth (inches)	AMC
1	2-year	Type II 24-hr		Default	24.00	1	3.10	2
2	10-year	Type II 24-hr		Default	24.00	1	4.70	2
3	100-year	Type II 24-hr		Default	24.00	1	6.80	2

22-07-21_MultiSport Basin Calculations_A180683*Type II 24-hr 2-year Rainfall=3.10"*

Prepared by Olsson

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Page 3

Time span=0.00-48.00 hrs, dt=0.04 hrs, 1201 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Pond BMP-1: POND A1 Peak Elev=1,026.80' Storage=51,323 cf Inflow=25.68 cfs 3.221 af
Primary=11.16 cfs 3.218 af Secondary=0.00 cfs 0.000 af Outflow=11.16 cfs 3.218 af

Pond BMP-2: POND A2 Peak Elev=1,024.36' Storage=180,217 cf Inflow=45.14 cfs 7.588 af
Primary=6.61 cfs 7.273 af Secondary=0.00 cfs 0.000 af Outflow=6.61 cfs 7.273 af

Pond BMP-3: POND A3 Peak Elev=1,022.55' Storage=87,666 cf Inflow=43.55 cfs 4.548 af
Primary=10.23 cfs 4.526 af Secondary=0.00 cfs 0.000 af Outflow=10.23 cfs 4.526 af

Link EX A: EX IMPACT A Inflow=118.02 cfs 19.845 af
Primary=118.02 cfs 19.845 af

Link EX A1: EX IMPACT A1 Inflow=2.65 cfs 0.192 af
Primary=2.65 cfs 0.192 af

SubcatchmentEX-A1.1: EX-A1.1 Runoff Area=0.260 ac 0.00% Impervious Runoff Depth=1.75"
Flow Length=763' Tc=15.7 min CN=86 Runoff=0.57 cfs 0.038 af

SubcatchmentEX-A1.2: EX-A1.2 Runoff Area=1.060 ac 0.00% Impervious Runoff Depth=1.75"
Flow Length=3,444' Tc=19.3 min CN=86 Runoff=2.10 cfs 0.154 af

SubcatchmentEX-A2: EX-A2 Runoff Area=93.720 ac 0.00% Impervious Runoff Depth=1.75"
Flow Length=2,044' Tc=67.9 min CN=86 Runoff=79.74 cfs 13.656 af

SubcatchmentEX-A3: EX-A3 Runoff Area=41.160 ac 0.00% Impervious Runoff Depth=1.75"
Flow Length=2,245' Tc=43.2 min CN=86 Runoff=48.62 cfs 5.997 af

Link PR A: PR IMPACT A Inflow=25.85 cfs 15.227 af
Primary=25.85 cfs 15.227 af

Link PR A1: PR IMPACT A1 Inflow=4.15 cfs 0.210 af
Primary=4.15 cfs 0.210 af

SubcatchmentPR-A1.1: PR-A1.1 Runoff Area=0.410 ac 0.00% Impervious Runoff Depth=1.26"
Flow Length=125' Slope=0.0320 '/' Tc=9.9 min CN=79 Runoff=0.79 cfs 0.043 af

SubcatchmentPR-A1.2: PR-A1.2 Runoff Area=1.370 ac 16.72% Impervious Runoff Depth=1.46"
Flow Length=2,959' Tc=7.1 min CN=82 Runoff=3.40 cfs 0.166 af

SubcatchmentPR-A2: PR-A2 Runoff Area=27.790 ac 3.80% Impervious Runoff Depth=1.39"
Flow Length=1,147' Tc=43.1 min CN=81 Runoff=25.68 cfs 3.221 af

SubcatchmentPR-A3: PR-A3 Runoff Area=65.470 ac 3.90% Impervious Runoff Depth=1.39"
Flow Length=2,344' Tc=64.2 min CN=81 Runoff=45.14 cfs 7.588 af

SubcatchmentPR-A4: PR-A4 Runoff Area=41.170 ac 2.58% Impervious Runoff Depth=1.33"
Flow Length=2,056' Tc=32.8 min CN=80 Runoff=43.55 cfs 4.548 af

Total Runoff Area = 272.410 ac Runoff Volume = 35.411 af Average Runoff Depth = 1.56"
98.20% Pervious = 267.506 ac 1.80% Impervious = 4.904 ac

22-07-21_MultiSport Basin Calculations_A180683

Type II 24-hr 2-year Rainfall=3.10"

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Summary for Pond BMP-1: POND A1

Inflow Area = 27.790 ac, 3.80% Impervious, Inflow Depth = 1.39" for 2-year event
 Inflow = 25.68 cfs @ 12.41 hrs, Volume= 3.221 af
 Outflow = 11.16 cfs @ 12.95 hrs, Volume= 3.218 af, Atten= 57%, Lag= 32.2 min
 Primary = 11.16 cfs @ 12.95 hrs, Volume= 3.218 af
 Routed to Link PR A : PR IMPACT A
 Secondary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af
 Routed to Link PR A : PR IMPACT A

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
 Peak Elev= 1,026.80' @ 12.95 hrs Surf.Area= 16,270 sf Storage= 51,323 cf

Plug-Flow detention time= 157.8 min calculated for 3.215 af (100% of inflow)
 Center-of-Mass det. time= 158.2 min (1,030.4 - 872.3)

Volume	Invert	Avail.Storage	Storage Description
#1	1,023.00'	211,791 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,023.00	10,861	0	0
1,024.00	12,193	11,527	11,527
1,025.00	13,588	12,891	24,418
1,026.00	15,046	14,317	38,735
1,027.00	16,568	15,807	54,542
1,028.00	18,150	17,359	71,901
1,029.00	19,778	18,964	90,865
1,030.00	21,472	20,625	111,490
1,031.00	23,228	22,350	133,840
1,032.00	25,039	24,134	157,973
1,033.00	26,892	25,966	183,939
1,034.00	28,812	27,852	211,791

Device	Routing	Invert	Outlet Devices
#1	Primary	1,021.00'	42.0" Round CMP_Round 42" L= 111.2' RCP, rounded edge headwall, Ke= 0.100 Inlet / Outlet Invert= 1,021.00' / 1,020.40' S= 0.0054 ' / ' Cc= 0.900 n= 0.025 Corrugated metal, Flow Area= 9.62 sf
#2	Device 1	1,023.00'	6.0" W x 2.0" H Vert. WQCV X 6 rows with 4.0" cc spacing C= 0.600 Limited to weir flow at low heads
#3	Primary	1,026.00'	12.0" W x 6.0" H Vert. Orifice/Grate X 4.00 C= 0.600 Limited to weir flow at low heads
#4	Device 1	1,027.00'	ADS Beehive - 30
#5	Secondary	1,032.90'	40.0' long Sharp-Crested Rectangular Weir 2 End Contraction(s)

Primary OutFlow Max=11.17 cfs @ 12.95 hrs HW=1,026.80' (Free Discharge)

1=CMP_Round 42" (Passes 4.07 cfs of 70.01 cfs potential flow)

2=WQCV (Orifice Controls 4.07 cfs @ 8.14 fps)

4=ADS Beehive - 30 (Controls 0.00 cfs)

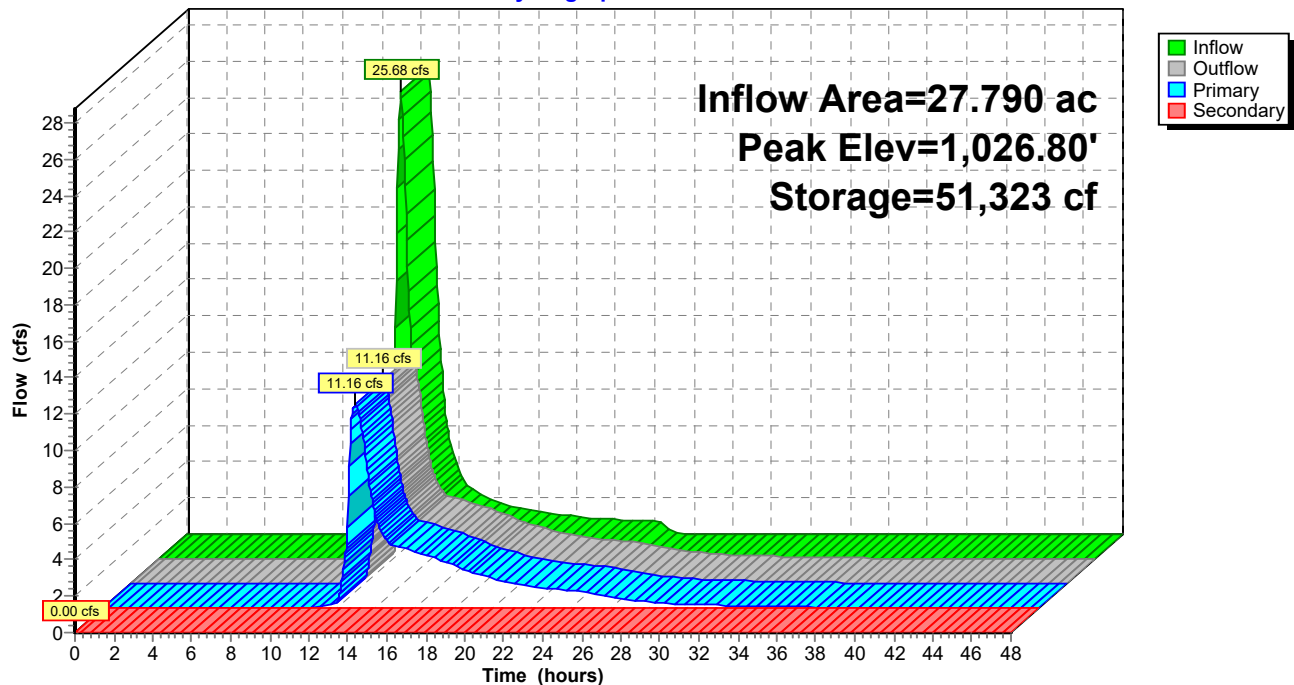
3=Orifice/Grate (Orifice Controls 7.10 cfs @ 3.55 fps)

Secondary OutFlow Max=0.00 cfs @ 0.00 hrs HW=1,023.00' (Free Discharge)

5=Sharp-Crested Rectangular Weir(Controls 0.00 cfs)

Pond BMP-1: POND A1

Hydrograph



Summary for Pond BMP-2: POND A2

Inflow Area = 65.470 ac, 3.90% Impervious, Inflow Depth = 1.39" for 2-year event
 Inflow = 45.14 cfs @ 12.70 hrs, Volume= 7.588 af
 Outflow = 6.61 cfs @ 14.82 hrs, Volume= 7.273 af, Atten= 85%, Lag= 127.7 min
 Primary = 6.61 cfs @ 14.82 hrs, Volume= 7.273 af
 Routed to Link PR A : PR IMPACT A
 Secondary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af
 Routed to Link PR A : PR IMPACT A

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
 Peak Elev= 1,024.36' @ 14.82 hrs Surf.Area= 81,590 sf Storage= 180,217 cf

Plug-Flow detention time= 451.0 min calculated for 7.267 af (96% of inflow)
 Center-of-Mass det. time= 428.2 min (1,320.0 - 891.8)

Volume	Invert	Avail.Storage	Storage Description
#1	1,022.00'	814,509 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,022.00	69,333	0	0
1,023.00	76,055	72,694	72,694
1,024.00	80,097	78,076	150,770
1,025.00	84,197	82,147	232,917
1,026.00	88,355	86,276	319,193
1,027.00	92,572	90,464	409,657
1,028.00	96,846	94,709	504,366
1,029.00	101,179	99,013	603,378
1,030.00	105,567	103,373	706,751
1,031.00	109,949	107,758	814,509

Device	Routing	Invert	Outlet Devices
#1	Primary	1,021.00'	36.0" Round CMP_Round 36" L= 132.9' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 1,021.00' / 1,020.00' S= 0.0075 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 7.07 sf
#2	Device 1	1,022.00'	14.0" W x 2.0" H Vert. WQCV X 6 rows with 4.0" cc spacing C= 0.600 Limited to weir flow at low heads
#3	Primary	1,024.83'	12.0" W x 8.0" H Vert. Orifice/Grate X 4.00 C= 0.600 Limited to weir flow at low heads
#4	Primary	1,026.00'	ADS Beehive - 30
#5	Secondary	1,029.00'	40.0' long Sharp-Crested Rectangular Weir 2 End Contraction(s)

Primary OutFlow Max=6.61 cfs @ 14.82 hrs HW=1,024.36' (Free Discharge)

1=CMP_Round 36" (Passes 6.61 cfs of 36.69 cfs potential flow)

2=WQCV (Orifice Controls 6.61 cfs @ 5.67 fps)

3=Orifice/Grate (Controls 0.00 cfs)

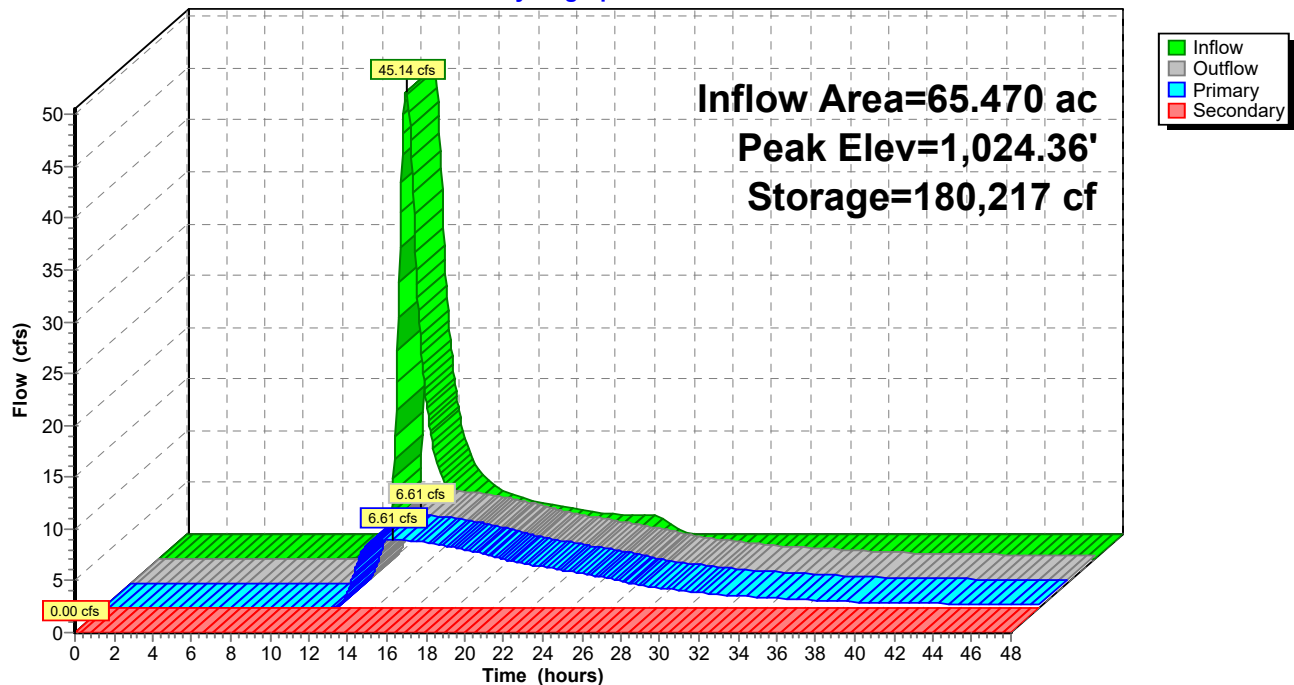
4=ADS Beehive - 30 (Controls 0.00 cfs)

Secondary OutFlow Max=0.00 cfs @ 0.00 hrs HW=1,022.00' (Free Discharge)

5=Sharp-Crested Rectangular Weir(Controls 0.00 cfs)

Pond BMP-2: POND A2

Hydrograph



22-07-21_MultiSport Basin Calculations_A180683

Type II 24-hr 2-year Rainfall=3.10"

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Summary for Pond BMP-3: POND A3

Inflow Area = 41.170 ac, 2.58% Impervious, Inflow Depth = 1.33" for 2-year event
 Inflow = 43.55 cfs @ 12.29 hrs, Volume= 4.548 af
 Outflow = 10.23 cfs @ 13.01 hrs, Volume= 4.526 af, Atten= 77%, Lag= 43.2 min
 Primary = 10.23 cfs @ 13.01 hrs, Volume= 4.526 af
 Routed to Link PR A : PR IMPACT A
 Secondary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af
 Routed to Link PR A : PR IMPACT A

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
 Peak Elev= 1,022.55' @ 13.01 hrs Surf.Area= 30,343 sf Storage= 87,666 cf

Plug-Flow detention time= 237.3 min calculated for 4.523 af (99% of inflow)
 Center-of-Mass det. time= 235.4 min (1,101.4 - 866.0)

Volume	Invert	Avail.Storage	Storage Description
#1	1,019.00'	448,748 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,019.00	21,071	0	0
1,020.00	22,786	21,929	21,929
1,021.00	24,553	23,670	45,598
1,022.00	27,704	26,129	71,727
1,023.00	32,510	30,107	101,834
1,024.00	37,485	34,998	136,831
1,025.00	41,789	39,637	176,468
1,026.00	46,126	43,958	220,426
1,027.00	50,519	48,323	268,748
1,028.00	54,968	52,744	321,492
1,029.00	59,473	57,221	378,712
1,030.00	80,599	70,036	448,748

Device	Routing	Invert	Outlet Devices
#1	Primary	1,018.98'	30.0" Round CMP_Round 30" L= 284.9' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 1,018.98' / 1,017.56' S= 0.0050 '/ Cc= 0.900 n= 0.011 Concrete pipe, straight & clean, Flow Area= 4.91 sf
#2	Device 1	1,019.00'	8.0" W x 2.0" H Vert. WQCV X 6 rows with 4.0" cc spacing C= 0.600 Limited to weir flow at low heads
#3	Device 1	1,022.00'	12.0" W x 6.0" H Vert. Orifice/Grate X 4.00 C= 0.600 Limited to weir flow at low heads
#4	Device 1	1,023.00'	ADS Beehive - 30
#5	Secondary	1,028.00'	40.0' long Sharp-Crested Rectangular Weir 2 End Contraction(s)

22-07-21_MultiSport Basin Calculations_A180683

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Type II 24-hr 2-year Rainfall=3.10"

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Primary OutFlow Max=10.26 cfs @ 13.01 hrs HW=1,022.55' (Free Discharge)

1=CMP_Round 30" (Passes 10.26 cfs of 28.41 cfs potential flow)

2=WQCV (Orifice Controls 5.18 cfs @ 7.76 fps)

3=Orifice/Grate (Orifice Controls 5.08 cfs @ 2.54 fps)

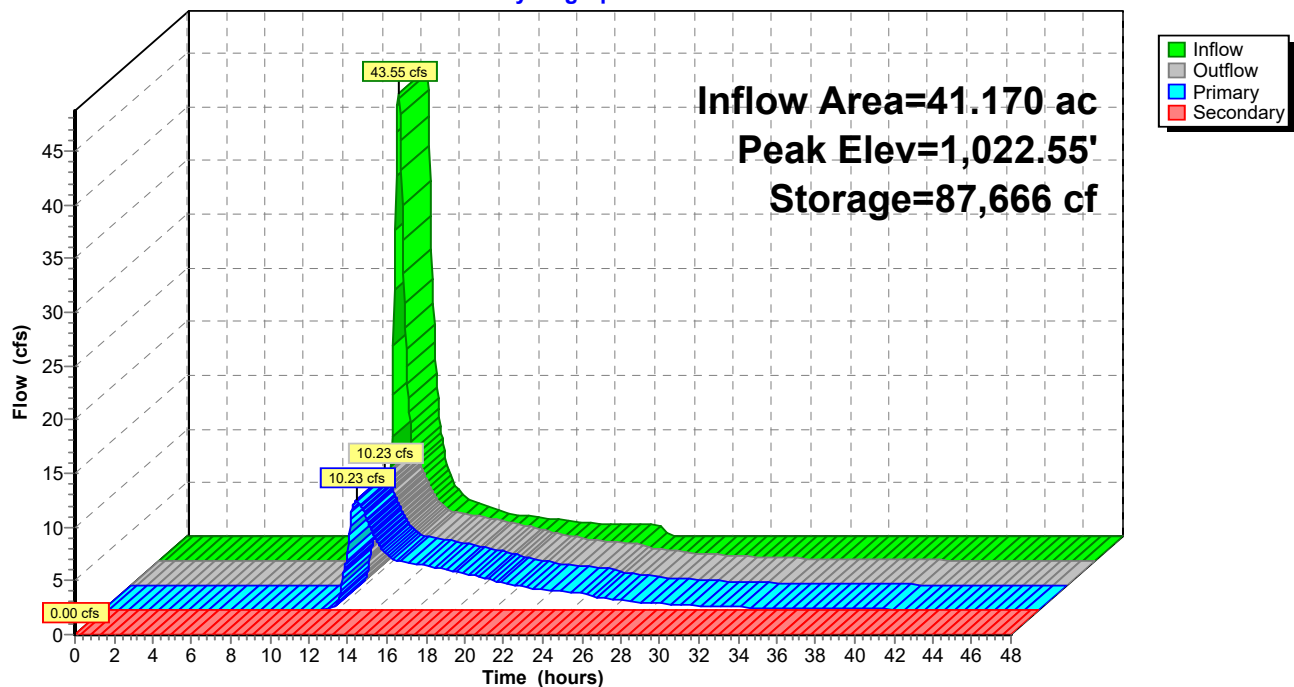
4=ADS Beehive - 30 (Controls 0.00 cfs)

Secondary OutFlow Max=0.00 cfs @ 0.00 hrs HW=1,019.00' (Free Discharge)

5=Sharp-Crested Rectangular Weir (Controls 0.00 cfs)

Pond BMP-3: POND A3

Hydrograph



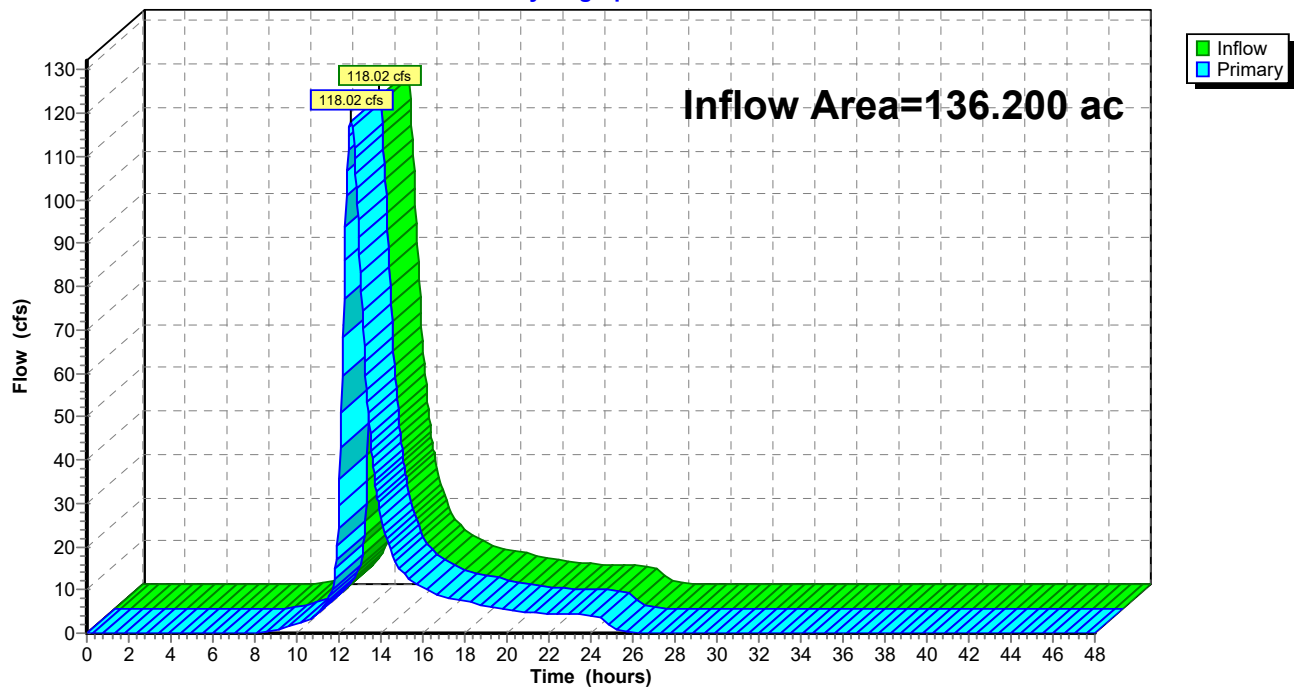
Summary for Link EX A: EX IMPACT A

Inflow Area = 136.200 ac, 0.00% Impervious, Inflow Depth = 1.75" for 2-year event
Inflow = 118.02 cfs @ 12.58 hrs, Volume= 19.845 af
Primary = 118.02 cfs @ 12.58 hrs, Volume= 19.845 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs

Link EX A: EX IMPACT A

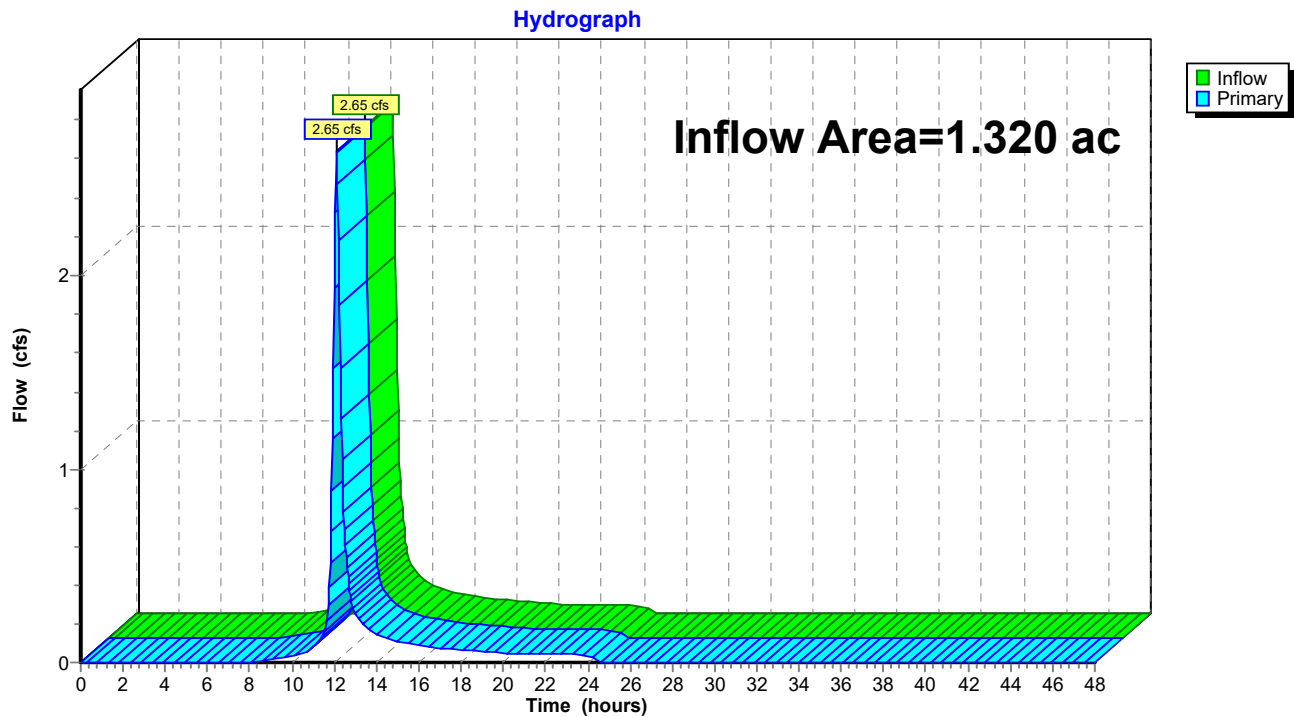
Hydrograph



Summary for Link EX A1: EX IMPACT A1

Inflow Area = 1.320 ac, 0.00% Impervious, Inflow Depth = 1.75" for 2-year event
Inflow = 2.65 cfs @ 12.11 hrs, Volume= 0.192 af
Primary = 2.65 cfs @ 12.11 hrs, Volume= 0.192 af, Atten= 0%, Lag= 0.0 min
Routed to Link EX A : EX IMPACT A

Primary outflow = Inflow, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs

Link EX A1: EX IMPACT A1

Summary for Subcatchment EX-A1.1: EX-A1.1

Runoff = 0.57 cfs @ 12.08 hrs, Volume= 0.038 af, Depth= 1.75"
Routed to Link EX A1 : EX IMPACT A1

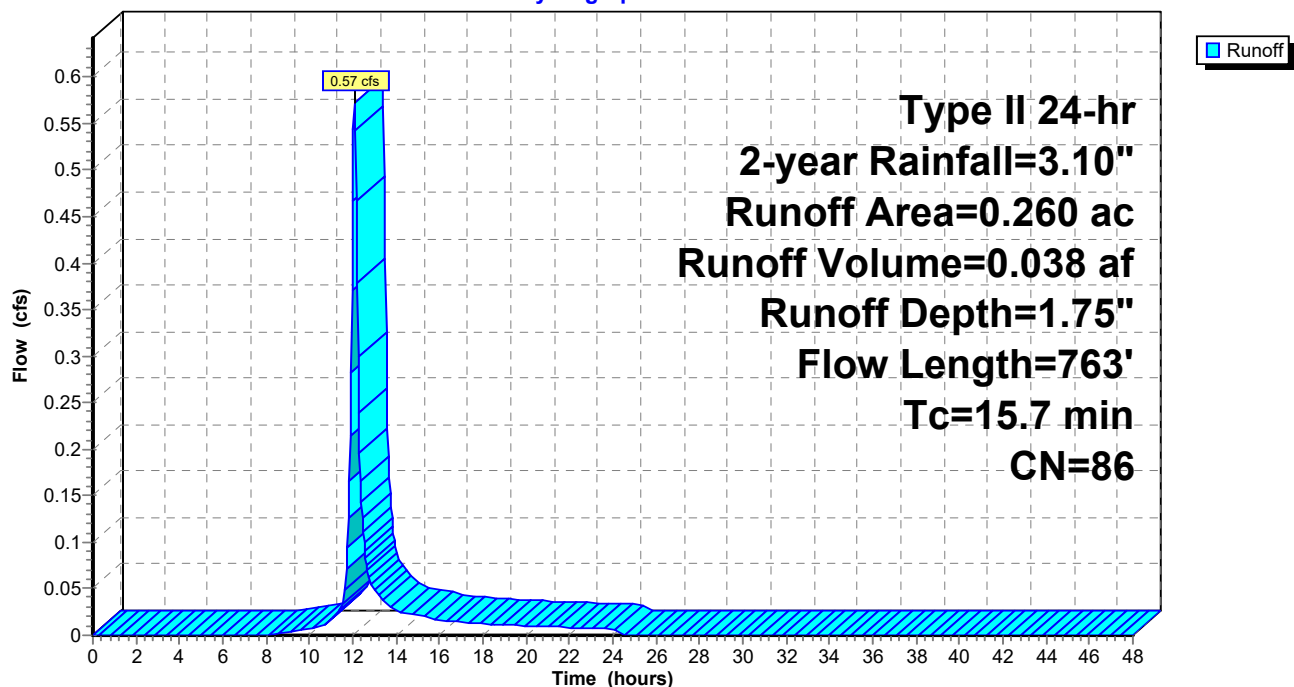
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
Type II 24-hr 2-year Rainfall=3.10"

Area (ac)	CN	Description
0.260	86	<50% Grass cover, Poor, HSG C
0.260		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.0	56	0.0039	0.08		Sheet Flow, Sheet Flow Grass: Short n= 0.150 P2= 3.10"
3.2	198	0.0072	1.03		Sheet Flow, Sheet Flow Smooth surfaces n= 0.011 P2= 3.10"
0.5	509	0.0085	16.73	840.89	Pipe Channel, Pipe 96.0" Round Area= 50.3 sf Perim= 25.1' r= 2.00' n= 0.013 Concrete pipe, bends & connections
15.7	763	Total			

Subcatchment EX-A1.1: EX-A1.1

Hydrograph



22-07-21_MultiSport Basin Calculations_A180683

Type II 24-hr 2-year Rainfall=3.10"

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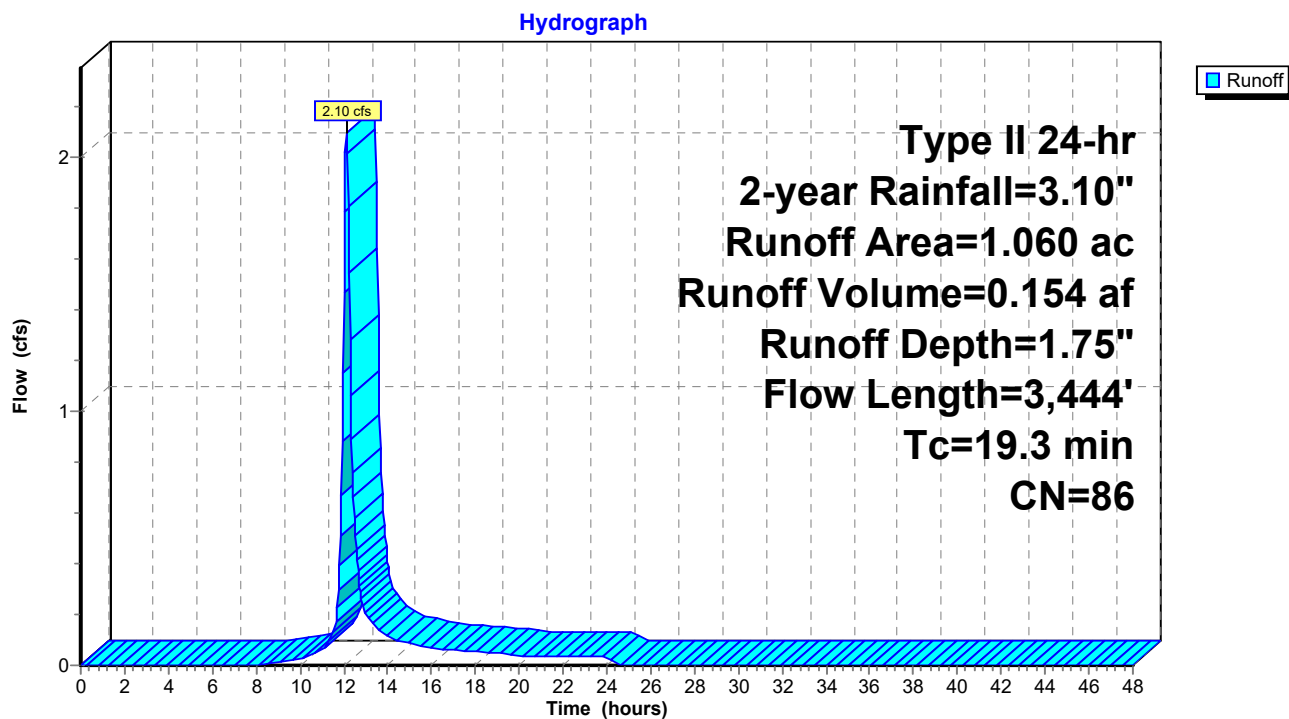
Summary for Subcatchment EX-A1.2: EX-A1.2

Runoff = 2.10 cfs @ 12.12 hrs, Volume= 0.154 af, Depth= 1.75"
 Routed to Link EX A1 : EX IMPACT A1

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
 Type II 24-hr 2-year Rainfall=3.10"

Area (ac)	CN	Description			
1.060	86	<50% Grass cover, Poor, HSG C			
1.060		100.00% Pervious Area			
Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.6	300	0.0696	0.34		Sheet Flow, Sheet Flow Grass: Short n= 0.150 P2= 3.10"
0.6	79	0.0487	2.21		Shallow Concentrated Flow, Shallow Concentrated Flow Nearly Bare & Untilled Kv= 10.0 fps
0.6	85	0.0121	2.23		Shallow Concentrated Flow, Shallow Concentrated Flow Paved Kv= 20.3 fps
0.9	574	0.0113	11.12	106.95	Pipe Channel, Eastport Pipe 1 42.0" Round Area= 9.6 sf Perim= 11.0' r= 0.88' n= 0.013 Concrete pipe, bends & connections
0.5	337	0.0106	11.77	147.89	Pipe Channel, Eastport Pipe 2 48.0" Round Area= 12.6 sf Perim= 12.6' r= 1.00' n= 0.013 Concrete pipe, bends & connections
0.4	333	0.0117	14.35	281.71	Pipe Channel, Eastport Pipe 3 60.0" Round Area= 19.6 sf Perim= 15.7' r= 1.25' n= 0.013 Concrete pipe, bends & connections
0.1	60	0.0117	14.35	281.71	Pipe Channel, Eastport Pipe 4 60.0" Round Area= 19.6 sf Perim= 15.7' r= 1.25' n= 0.013 Concrete pipe, bends & connections
0.4	348	0.0117	14.35	281.71	Pipe Channel, Eastport Pipe 5 60.0" Round Area= 19.6 sf Perim= 15.7' r= 1.25' n= 0.013 Concrete pipe, bends & connections
0.3	353	0.0138	17.60	497.51	Pipe Channel, Eastport Pipe 6 72.0" Round Area= 28.3 sf Perim= 18.8' r= 1.50' n= 0.013 Concrete pipe, bends & connections
0.1	71	0.0113	16.80	557.31	Pipe Channel, Eastport Pipe 7 78.0" Round Area= 33.2 sf Perim= 20.4' r= 1.63' n= 0.013 Concrete pipe, bends & connections
0.0	33	0.0170	21.64	832.94	Pipe Channel, Eastport Pipe 8 84.0" Round Area= 38.5 sf Perim= 22.0' r= 1.75' n= 0.013 Concrete pipe, bends & connections
0.3	362	0.0120	19.04	841.16	Pipe Channel, Eastport Pipe 9 90.0" Round Area= 44.2 sf Perim= 23.6' r= 1.87' n= 0.013 Concrete pipe, bends & connections
0.5	509	0.0085	16.73	840.89	Pipe Channel, Eastport Pipe 10 96.0" Round Area= 50.3 sf Perim= 25.1' r= 2.00' n= 0.013 Concrete pipe, bends & connections
19.3	3,444	Total			

Subcatchment EX-A1.2: EX-A1.2



Summary for Subcatchment EX-A2: EX-A2

Runoff = 79.74 cfs @ 12.74 hrs, Volume= 13.656 af, Depth= 1.75"
 Routed to Link EX A : EX IMPACT A

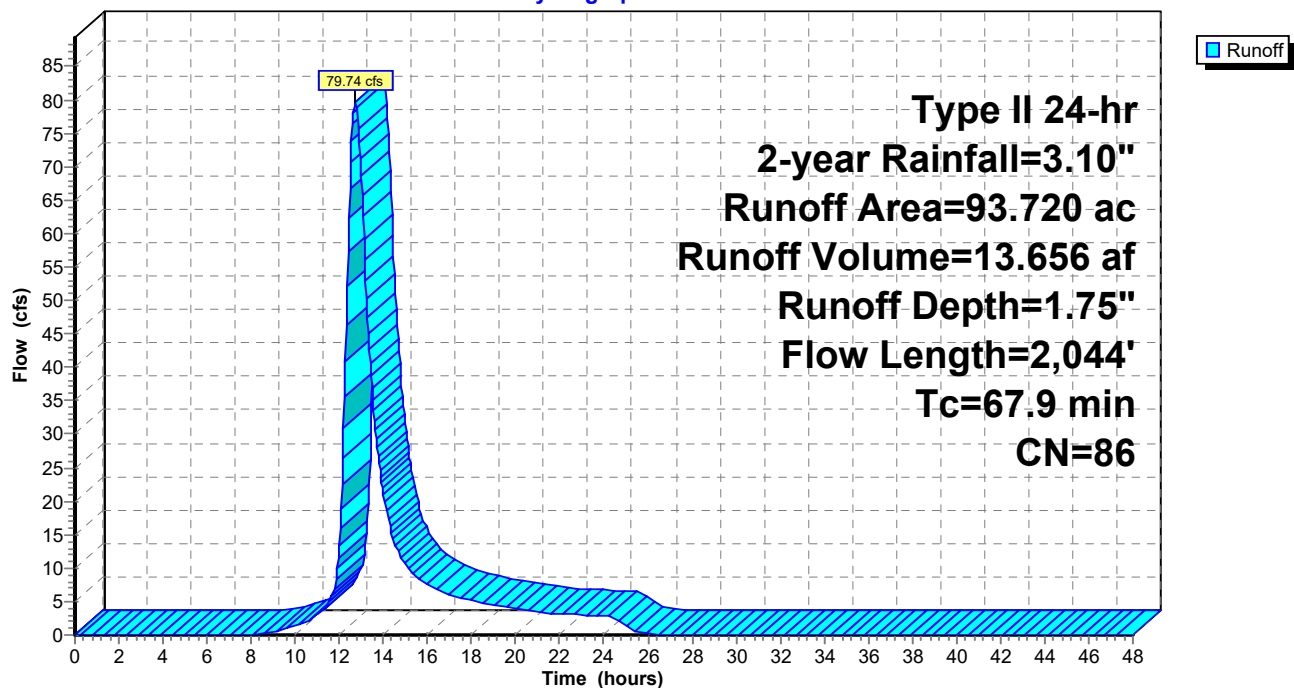
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
 Type II 24-hr 2-year Rainfall=3.10"

Area (ac)	CN	Description
93.720	86	<50% Grass cover, Poor, HSG C
93.720		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
8.6	300	0.0420	0.58		Sheet Flow, Sheet Flow
					Cultivated: Residue<=20% n= 0.060 P2= 3.10"
59.3	1,744	0.0024	0.49		Shallow Concentrated Flow, Shallow Concentrated Flow
					Nearly Bare & Untilled Kv= 10.0 fps
67.9	2,044	Total			

Subcatchment EX-A2: EX-A2

Hydrograph



Summary for Subcatchment EX-A3: EX-A3

Runoff = 48.62 cfs @ 12.41 hrs, Volume= 5.997 af, Depth= 1.75"
 Routed to Link EX A : EX IMPACT A

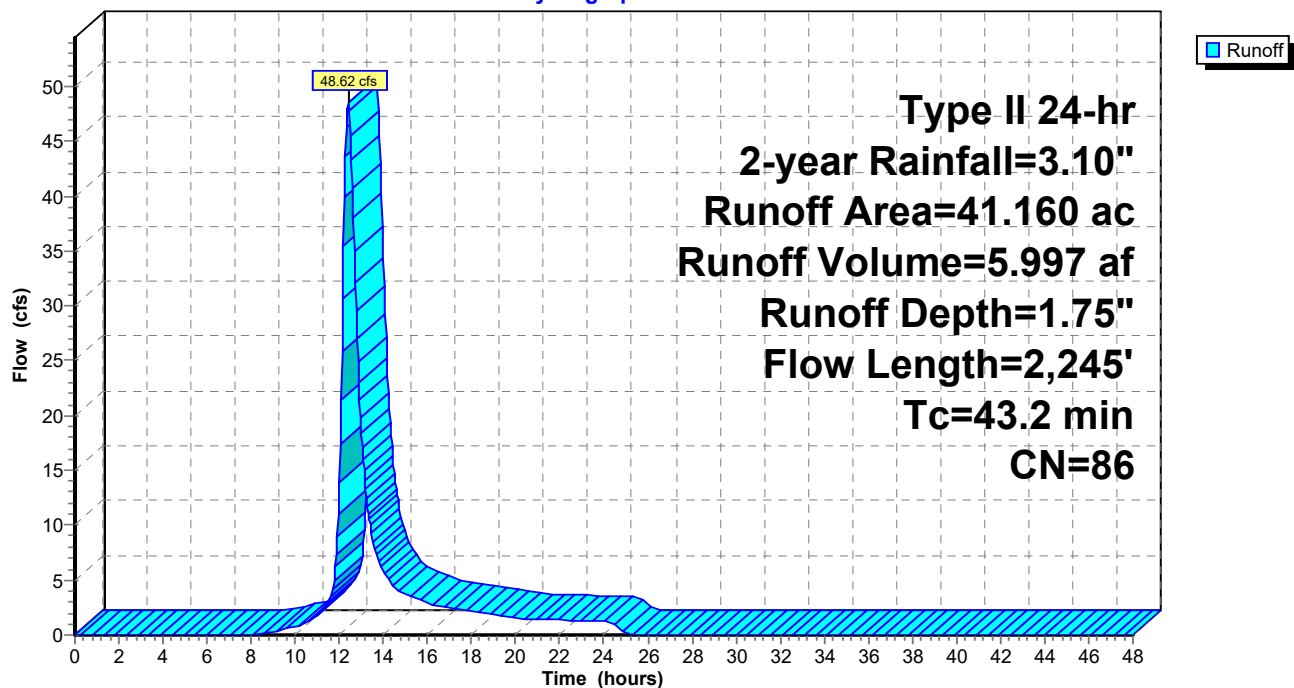
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
 Type II 24-hr 2-year Rainfall=3.10"

Area (ac)	CN	Description
41.160	86	<50% Grass cover, Poor, HSG C
41.160		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.3	300	0.0900	0.79		Sheet Flow, Sheet Flow
					Cultivated: Residue<=20% n= 0.060 P2= 3.10"
36.9	1,945	0.0077	0.88		Shallow Concentrated Flow, Shallow Concentrated Flow
					Nearly Bare & Untilled Kv= 10.0 fps
43.2	2,245	Total			

Subcatchment EX-A3: EX-A3

Hydrograph



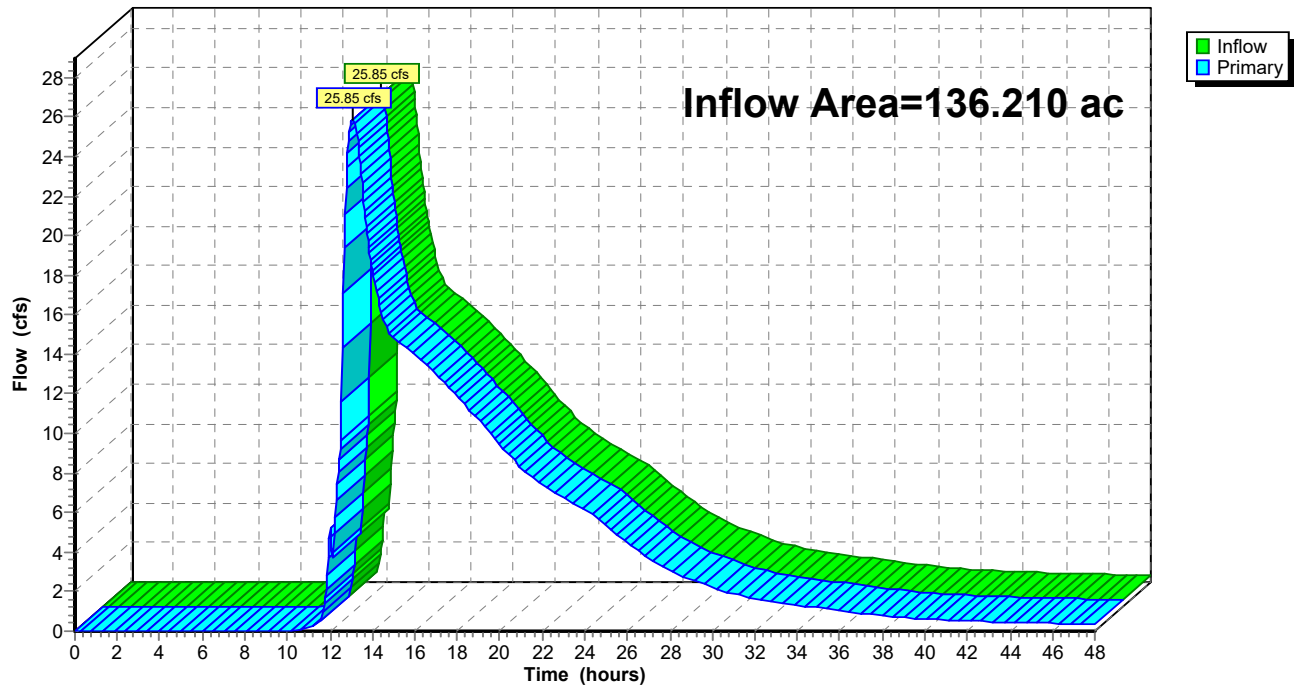
Summary for Link PR A: PR IMPACT A

Inflow Area = 136.210 ac, 3.60% Impervious, Inflow Depth > 1.34" for 2-year event
Inflow = 25.85 cfs @ 13.10 hrs, Volume= 15.227 af
Primary = 25.85 cfs @ 13.10 hrs, Volume= 15.227 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs

Link PR A: PR IMPACT A

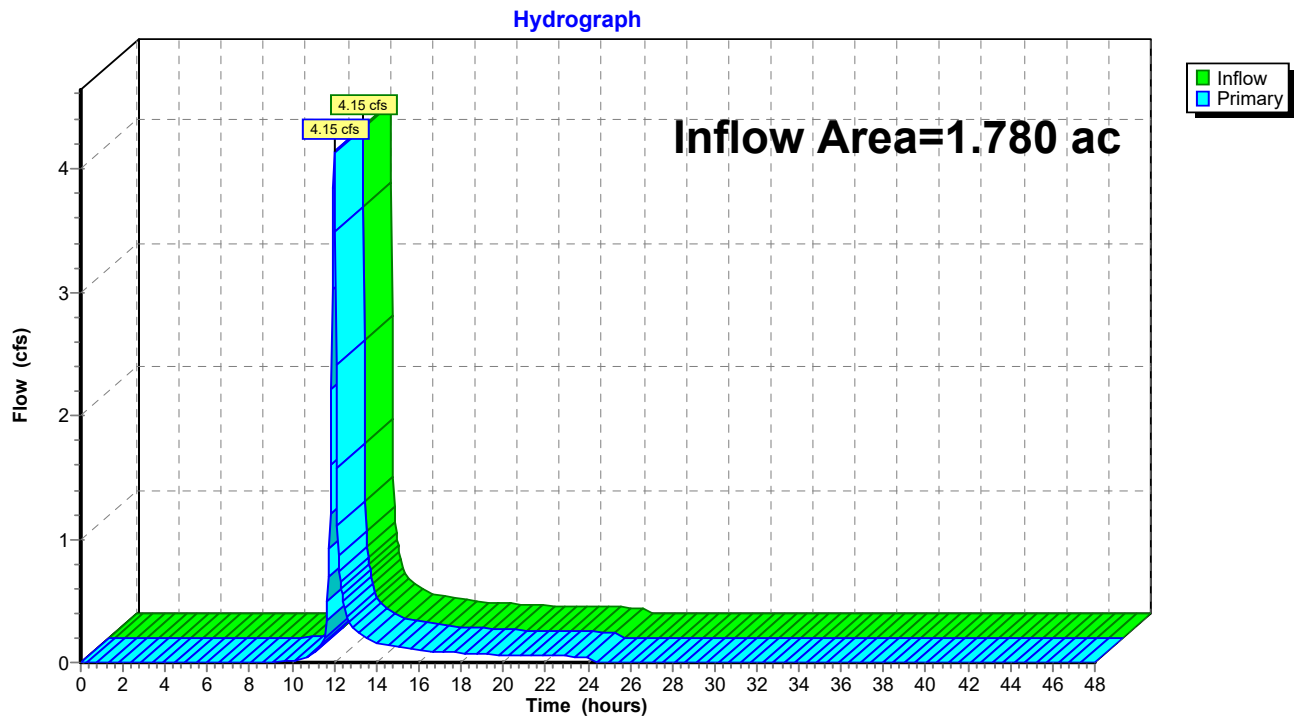
Hydrograph



Summary for Link PR A1: PR IMPACT A1

Inflow Area = 1.780 ac, 12.87% Impervious, Inflow Depth = 1.41" for 2-year event
Inflow = 4.15 cfs @ 11.99 hrs, Volume= 0.210 af
Primary = 4.15 cfs @ 11.99 hrs, Volume= 0.210 af, Atten= 0%, Lag= 0.0 min
Routed to Link PR A : PR IMPACT A

Primary outflow = Inflow, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs

Link PR A1: PR IMPACT A1

Summary for Subcatchment PR-A1.1: PR-A1.1

Runoff = 0.79 cfs @ 12.02 hrs, Volume= 0.043 af, Depth= 1.26"
Routed to Link PR A1 : PR IMPACT A1

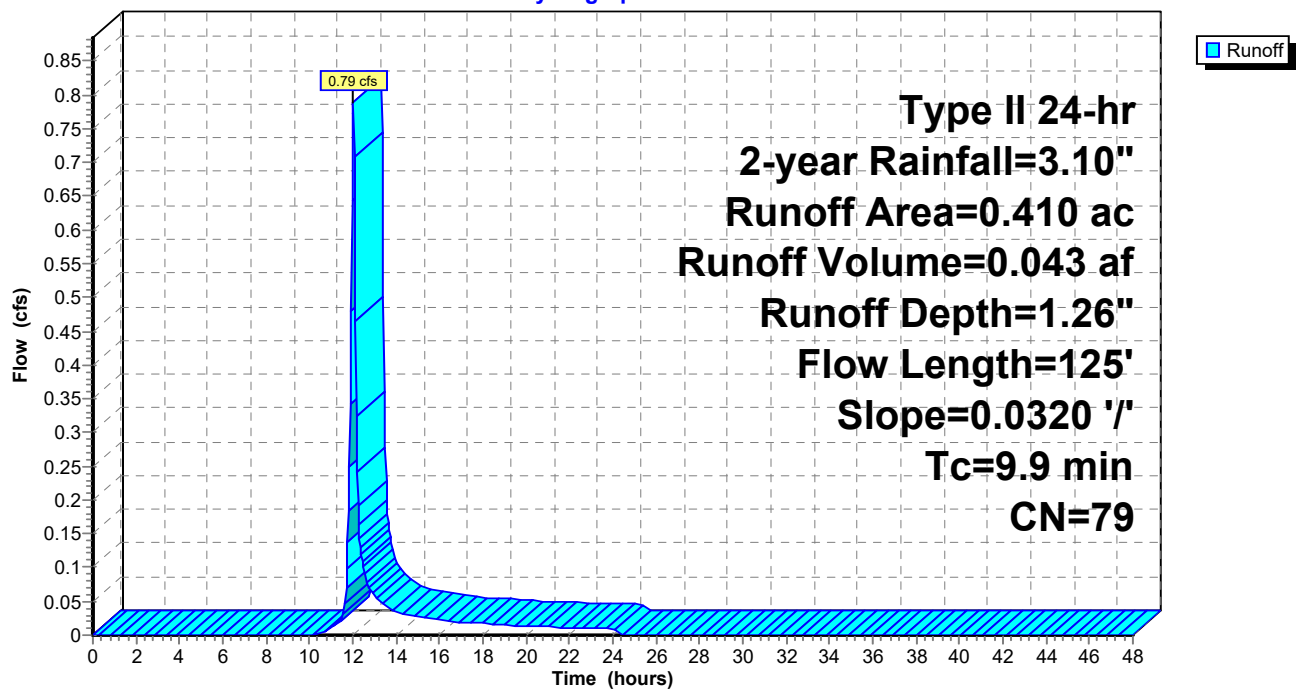
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
Type II 24-hr 2-year Rainfall=3.10"

Area (ac)	CN	Description
0.410	79	50-75% Grass cover, Fair, HSG C
0.410		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.9	125	0.0320	0.21		Sheet Flow, Sheet Flow Grass: Short n= 0.150 P2= 3.10"

Subcatchment PR-A1.1: PR-A1.1

Hydrograph



22-07-21_MultiSport Basin Calculations_A180683

Type II 24-hr 2-year Rainfall=3.10"

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Summary for Subcatchment PR-A1.2: PR-A1.2

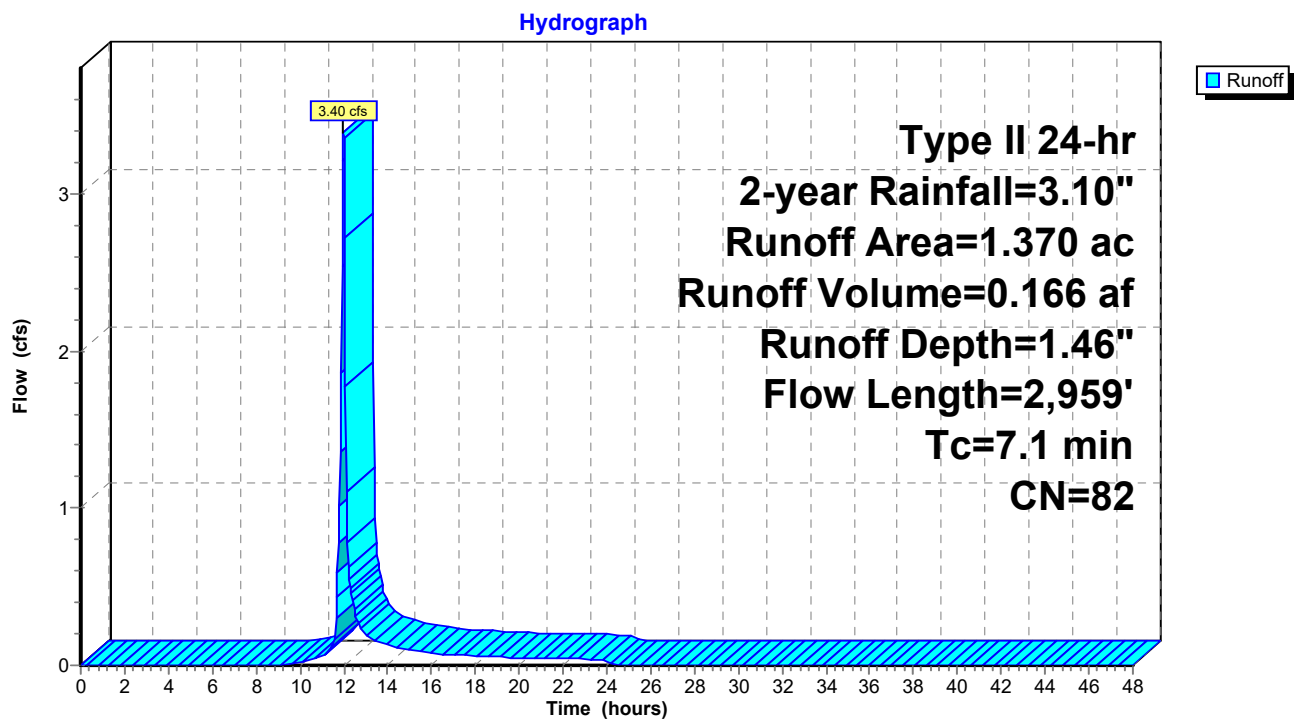
Runoff = 3.40 cfs @ 11.99 hrs, Volume= 0.166 af, Depth= 1.46"
 Routed to Link PR A1 : PR IMPACT A1

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
 Type II 24-hr 2-year Rainfall=3.10"

Area (ac)	CN	Description
0.229	98	Paved parking, HSG C
1.141	79	50-75% Grass cover, Fair, HSG C
1.370	82	Weighted Average
1.141		83.28% Pervious Area
0.229		16.72% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.0	300	0.0200	1.69		Sheet Flow, Sheet Flow Smooth surfaces n= 0.011 P2= 3.10"
1.5	252	0.0198	2.86		Shallow Concentrated Flow, Shallow Concentrated Flow Paved Kv= 20.3 fps
0.5	337	0.0106	11.77	147.89	Pipe Channel, Eastport Pipe 1 48.0" Round Area= 12.6 sf Perim= 12.6' r= 1.00' n= 0.013 Concrete pipe, bends & connections
0.9	741	0.0117	14.35	281.71	Pipe Channel, Eastport Pipe 2 60.0" Round Area= 19.6 sf Perim= 15.7' r= 1.25' n= 0.013 Concrete pipe, bends & connections
0.3	353	0.0138	17.60	497.51	Pipe Channel, Eastport Pipe 3 72.0" Round Area= 28.3 sf Perim= 18.8' r= 1.50' n= 0.013 Concrete pipe, bends & connections
0.1	71	0.0113	16.80	557.31	Pipe Channel, Eastport Pipe 4 78.0" Round Area= 33.2 sf Perim= 20.4' r= 1.63' n= 0.013 Concrete pipe, bends & connections
0.0	34	0.0170	21.64	832.94	Pipe Channel, Eastport Pipe 5 84.0" Round Area= 38.5 sf Perim= 22.0' r= 1.75' n= 0.013 Concrete pipe, bends & connections
0.3	362	0.0120	19.04	841.16	Pipe Channel, Eastport Pipe 6 90.0" Round Area= 44.2 sf Perim= 23.6' r= 1.87' n= 0.013 Concrete pipe, bends & connections
0.5	509	0.0085	16.73	840.89	Pipe Channel, Eastport Pipe 7 96.0" Round Area= 50.3 sf Perim= 25.1' r= 2.00' n= 0.013 Concrete pipe, bends & connections
7.1	2,959	Total			

Subcatchment PR-A1.2: PR-A1.2



22-07-21_MultiSport Basin Calculations_A180683

Type II 24-hr 2-year Rainfall=3.10"

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Summary for Subcatchment PR-A2: PR-A2

Runoff = 25.68 cfs @ 12.41 hrs, Volume= 3.221 af, Depth= 1.39"
 Routed to Pond BMP-1 : POND A1

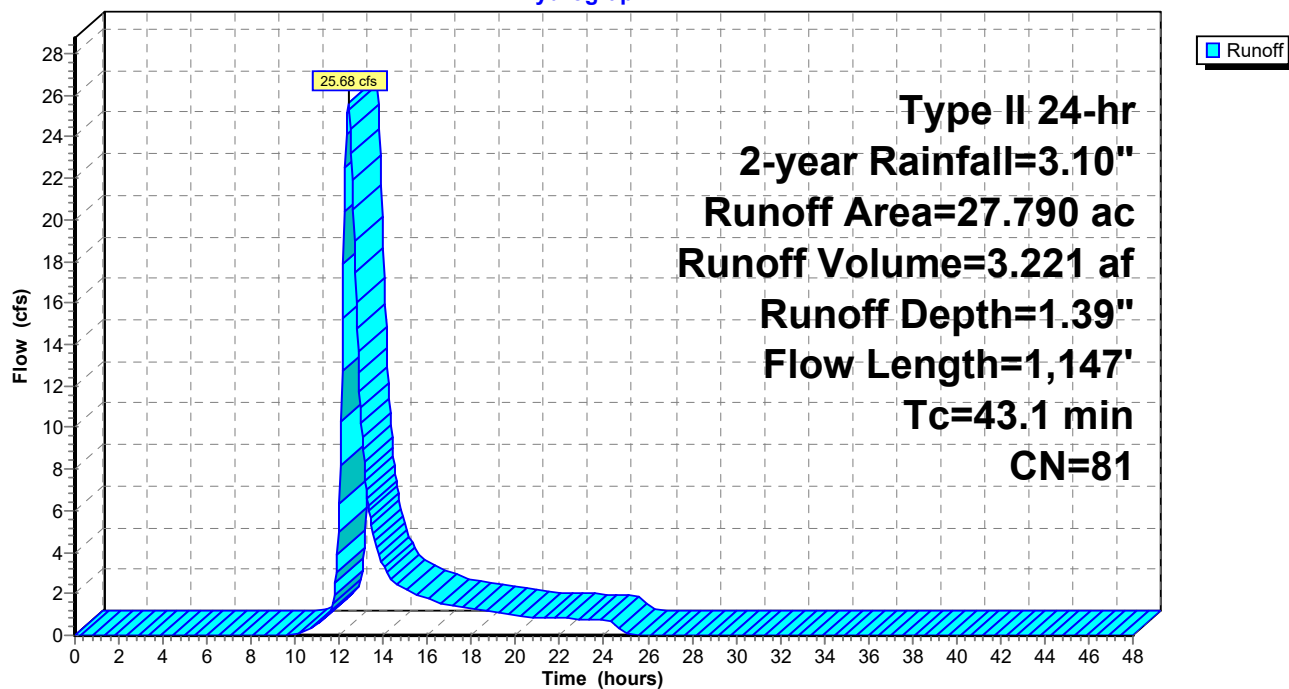
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
 Type II 24-hr 2-year Rainfall=3.10"

Area (ac)	CN	Description
1.056	98	Paved parking, HSG C
23.595	79	50-75% Grass cover, Fair, HSG C
3.139	89	Gravel roads, HSG C
27.790	81	Weighted Average
26.734		96.20% Pervious Area
1.056		3.80% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
28.0	300	0.0136	0.18		Sheet Flow, Sheet Flow Grass: Short n= 0.150 P2= 3.10"
8.4	185	0.0054	0.37		Shallow Concentrated Flow, Gravel Parking Lot Woodland Kv= 5.0 fps
4.5	404	0.0100	1.50		Shallow Concentrated Flow, Ditch 1 Grassed Waterway Kv= 15.0 fps
0.2	49	0.0045	3.83	4.69	Pipe Channel, Pipe 1 15.0" Round Area= 1.2 sf Perim= 3.9' r= 0.31' n= 0.012 Concrete pipe, finished
0.7	54	0.0070	1.25		Shallow Concentrated Flow, Ditch 2 Grassed Waterway Kv= 15.0 fps
0.1	51	0.0108	5.93	7.27	Pipe Channel, Pipe 2 15.0" Round Area= 1.2 sf Perim= 3.9' r= 0.31' n= 0.012 Concrete pipe, finished
1.2	104	0.0096	1.47		Shallow Concentrated Flow, Ditch 3 Grassed Waterway Kv= 15.0 fps
43.1	1,147	Total			

Subcatchment PR-A2: PR-A2

Hydrograph



22-07-21_MultiSport Basin Calculations_A180683

Type II 24-hr 2-year Rainfall=3.10"

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Summary for Subcatchment PR-A3: PR-A3

Runoff = 45.14 cfs @ 12.70 hrs, Volume= 7.588 af, Depth= 1.39"
 Routed to Pond BMP-2 : POND A2

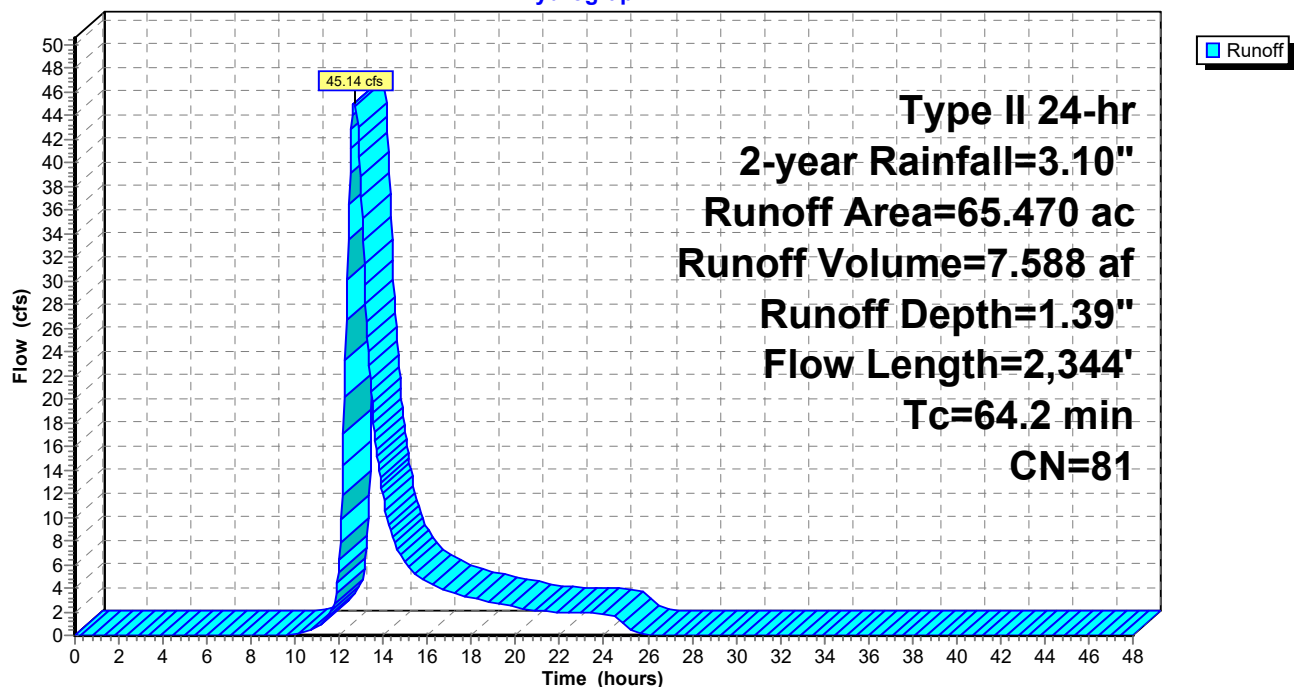
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
 Type II 24-hr 2-year Rainfall=3.10"

Area (ac)	CN	Description
2.555	98	Paved parking, HSG C
5.121	89	Gravel roads, HSG C
57.794	79	50-75% Grass cover, Fair, HSG C
65.470	81	Weighted Average
62.915		96.10% Pervious Area
2.555		3.90% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
13.1	300	0.0912	0.38		Sheet Flow, Sheet Flow Grass: Short n= 0.150 P2= 3.10"
26.9	630	0.0031	0.39		Shallow Concentrated Flow, Shallow Concentrated Flow Short Grass Pasture Kv= 7.0 fps
1.9	193	0.0070	1.70		Shallow Concentrated Flow, Shallow Concentrated Paved Kv= 20.3 fps
0.1	52	0.0050	6.40	31.42	Pipe Channel, Pipe 1 30.0" Round Area= 4.9 sf Perim= 7.9' r= 0.63' n= 0.012 Concrete pipe, finished
5.0	220	0.0024	0.73		Shallow Concentrated Flow, Ditch 1 Grassed Waterway Kv= 15.0 fps
0.1	23	0.0050	5.52	17.33	Pipe Channel, Pipe 2 24.0" Round Area= 3.1 sf Perim= 6.3' r= 0.50' n= 0.012 Concrete pipe, finished
17.1	926	0.0036	0.90		Shallow Concentrated Flow, Ditch 2 Grassed Waterway Kv= 15.0 fps
64.2	2,344	Total			

Subcatchment PR-A3: PR-A3

Hydrograph



22-07-21_MultiSport Basin Calculations_A180683

Type II 24-hr 2-year Rainfall=3.10"

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Summary for Subcatchment PR-A4: PR-A4

Runoff = 43.55 cfs @ 12.29 hrs, Volume= 4.548 af, Depth= 1.33"
 Routed to Pond BMP-3 : POND A3

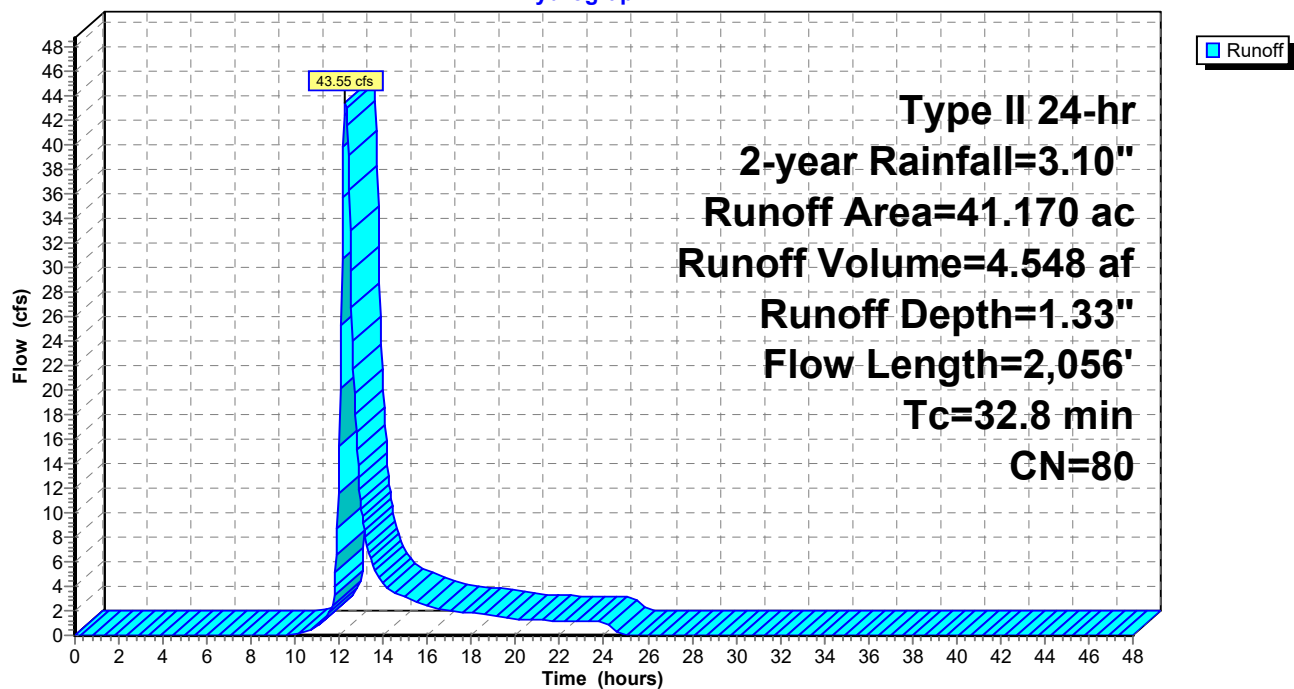
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
 Type II 24-hr 2-year Rainfall=3.10"

Area (ac)	CN	Description
1.064	98	Paved parking, HSG C
3.429	89	Gravel roads, HSG C
36.677	79	50-75% Grass cover, Fair, HSG C
41.170	80	Weighted Average
40.106		97.42% Pervious Area
1.064		2.58% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
20.5	123	0.0050	0.10		Sheet Flow, Sheet Flow Grass: Short n= 0.150 P2= 3.10"
2.5	360	0.0050	2.45	0.85	Pipe Channel, Pipe 1 8.0" Round Area= 0.3 sf Perim= 2.1' r= 0.17' n= 0.013 Corrugated PE, smooth interior
0.9	129	0.0049	2.42	0.85	Pipe Channel, Pipe 2 8.0" Round Area= 0.3 sf Perim= 2.1' r= 0.17' n= 0.013 Corrugated PE, smooth interior
0.2	40	0.0040	2.87	2.25	Pipe Channel, Pipe 3 12.0" Round Area= 0.8 sf Perim= 3.1' r= 0.25' n= 0.013 Corrugated PE, smooth interior
0.6	280	0.0112	7.62	23.94	Pipe Channel, Pipe 4 24.0" Round Area= 3.1 sf Perim= 6.3' r= 0.50' n= 0.013 Concrete pipe, bends & connections
1.0	269	0.0030	4.58	22.47	Pipe Channel, Pipe 5 30.0" Round Area= 4.9 sf Perim= 7.9' r= 0.63' n= 0.013 Concrete pipe, bends & connections
0.9	276	0.0030	5.17	36.53	Pipe Channel, Pipe 6 36.0" Round Area= 7.1 sf Perim= 9.4' r= 0.75' n= 0.013 Concrete pipe, bends & connections
0.8	281	0.0030	5.73	55.11	Pipe Channel, Pipe 7 42.0" Round Area= 9.6 sf Perim= 11.0' r= 0.88' n= 0.013 Concrete pipe, bends & connections
5.2	225	0.0023	0.72		Shallow Concentrated Flow, Ditch 1 Grassed Waterway Kv= 15.0 fps
0.2	73	0.0030	5.73	55.11	Pipe Channel, Pipe 8 42.0" Round Area= 9.6 sf Perim= 11.0' r= 0.88' n= 0.013 Concrete pipe, bends & connections
32.8	2,056	Total			

Subcatchment PR-A4: PR-A4

Hydrograph



22-07-21_MultiSport Basin Calculations_A180683*Type II 24-hr 10-year Rainfall=4.70"*

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Time span=0.00-48.00 hrs, dt=0.04 hrs, 1201 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Pond BMP-1: POND A1 Peak Elev=1,028.32' Storage=77,748 cf Inflow=51.35 cfs 6.303 af
Primary=33.08 cfs 6.300 af Secondary=0.00 cfs 0.000 af Outflow=33.08 cfs 6.300 af

Pond BMP-2: POND A2 Peak Elev=1,026.09' Storage=327,235 cf Inflow=90.54 cfs 14.850 af
Primary=22.99 cfs 14.442 af Secondary=0.00 cfs 0.000 af Outflow=22.99 cfs 14.442 af

Pond BMP-3: POND A3 Peak Elev=1,024.33' Storage=149,356 cf Inflow=88.50 cfs 9.033 af
Primary=34.80 cfs 9.007 af Secondary=0.00 cfs 0.000 af Outflow=34.80 cfs 9.007 af

Link EX A: EX IMPACT A Inflow=215.69 cfs 36.184 af
Primary=215.69 cfs 36.184 af

Link EX A1: EX IMPACT A1 Inflow=4.77 cfs 0.351 af
Primary=4.77 cfs 0.351 af

SubcatchmentEX-A1.1: EX-A1.1 Runoff Area=0.260 ac 0.00% Impervious Runoff Depth=3.19"
Flow Length=763' Tc=15.7 min CN=86 Runoff=1.03 cfs 0.069 af

SubcatchmentEX-A1.2: EX-A1.2 Runoff Area=1.060 ac 0.00% Impervious Runoff Depth=3.19"
Flow Length=3,444' Tc=19.3 min CN=86 Runoff=3.79 cfs 0.282 af

SubcatchmentEX-A2: EX-A2 Runoff Area=93.720 ac 0.00% Impervious Runoff Depth=3.19"
Flow Length=2,044' Tc=67.9 min CN=86 Runoff=145.51 cfs 24.898 af

SubcatchmentEX-A3: EX-A3 Runoff Area=41.160 ac 0.00% Impervious Runoff Depth=3.19"
Flow Length=2,245' Tc=43.2 min CN=86 Runoff=88.58 cfs 10.935 af

Link PR A: PR IMPACT A Inflow=77.37 cfs 30.156 af
Primary=77.37 cfs 30.156 af

Link PR A1: PR IMPACT A1 Inflow=7.98 cfs 0.408 af
Primary=7.98 cfs 0.408 af

SubcatchmentPR-A1.1: PR-A1.1 Runoff Area=0.410 ac 0.00% Impervious Runoff Depth=2.55"
Flow Length=125' Slope=0.0320 '/' Tc=9.9 min CN=79 Runoff=1.59 cfs 0.087 af

SubcatchmentPR-A1.2: PR-A1.2 Runoff Area=1.370 ac 16.72% Impervious Runoff Depth=2.81"
Flow Length=2,959' Tc=7.1 min CN=82 Runoff=6.45 cfs 0.321 af

SubcatchmentPR-A2: PR-A2 Runoff Area=27.790 ac 3.80% Impervious Runoff Depth=2.72"
Flow Length=1,147' Tc=43.1 min CN=81 Runoff=51.35 cfs 6.303 af

SubcatchmentPR-A3: PR-A3 Runoff Area=65.470 ac 3.90% Impervious Runoff Depth=2.72"
Flow Length=2,344' Tc=64.2 min CN=81 Runoff=90.54 cfs 14.850 af

SubcatchmentPR-A4: PR-A4 Runoff Area=41.170 ac 2.58% Impervious Runoff Depth=2.63"
Flow Length=2,056' Tc=32.8 min CN=80 Runoff=88.50 cfs 9.033 af

Total Runoff Area = 272.410 ac Runoff Volume = 66.778 af Average Runoff Depth = 2.94"
98.20% Pervious = 267.506 ac 1.80% Impervious = 4.904 ac

Summary for Pond BMP-1: POND A1

Inflow Area = 27.790 ac, 3.80% Impervious, Inflow Depth = 2.72" for 10-year event
 Inflow = 51.35 cfs @ 12.40 hrs, Volume= 6.303 af
 Outflow = 33.08 cfs @ 12.73 hrs, Volume= 6.300 af, Atten= 36%, Lag= 19.5 min
 Primary = 33.08 cfs @ 12.73 hrs, Volume= 6.300 af
 Routed to Link PR A : PR IMPACT A
 Secondary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af
 Routed to Link PR A : PR IMPACT A

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
 Peak Elev= 1,028.32' @ 12.73 hrs Surf.Area= 18,667 sf Storage= 77,748 cf

Plug-Flow detention time= 112.7 min calculated for 6.300 af (100% of inflow)
 Center-of-Mass det. time= 112.3 min (965.4 - 853.0)

Volume	Invert	Avail.Storage	Storage Description
#1	1,023.00'	211,791 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,023.00	10,861	0	0
1,024.00	12,193	11,527	11,527
1,025.00	13,588	12,891	24,418
1,026.00	15,046	14,317	38,735
1,027.00	16,568	15,807	54,542
1,028.00	18,150	17,359	71,901
1,029.00	19,778	18,964	90,865
1,030.00	21,472	20,625	111,490
1,031.00	23,228	22,350	133,840
1,032.00	25,039	24,134	157,973
1,033.00	26,892	25,966	183,939
1,034.00	28,812	27,852	211,791

Device	Routing	Invert	Outlet Devices
#1	Primary	1,021.00'	42.0" Round CMP_Round 42" L= 111.2' RCP, rounded edge headwall, Ke= 0.100 Inlet / Outlet Invert= 1,021.00' / 1,020.40' S= 0.0054 '/' Cc= 0.900 n= 0.025 Corrugated metal, Flow Area= 9.62 sf
#2	Device 1	1,023.00'	6.0" W x 2.0" H Vert. WQCV X 6 rows with 4.0" cc spacing C= 0.600 Limited to weir flow at low heads
#3	Primary	1,026.00'	12.0" W x 6.0" H Vert. Orifice/Grate X 4.00 C= 0.600 Limited to weir flow at low heads
#4	Device 1	1,027.00'	ADS Beehive - 30
#5	Secondary	1,032.90'	40.0' long Sharp-Crested Rectangular Weir 2 End Contraction(s)

Primary OutFlow Max=33.07 cfs @ 12.73 hrs HW=1,028.32' (Free Discharge)

1=CMP_Round 42" (Passes 19.24 cfs of 86.34 cfs potential flow)

2=WQCV (Orifice Controls 5.04 cfs @ 10.08 fps)

4=ADS Beehive - 30 (Custom Controls 14.20 cfs)

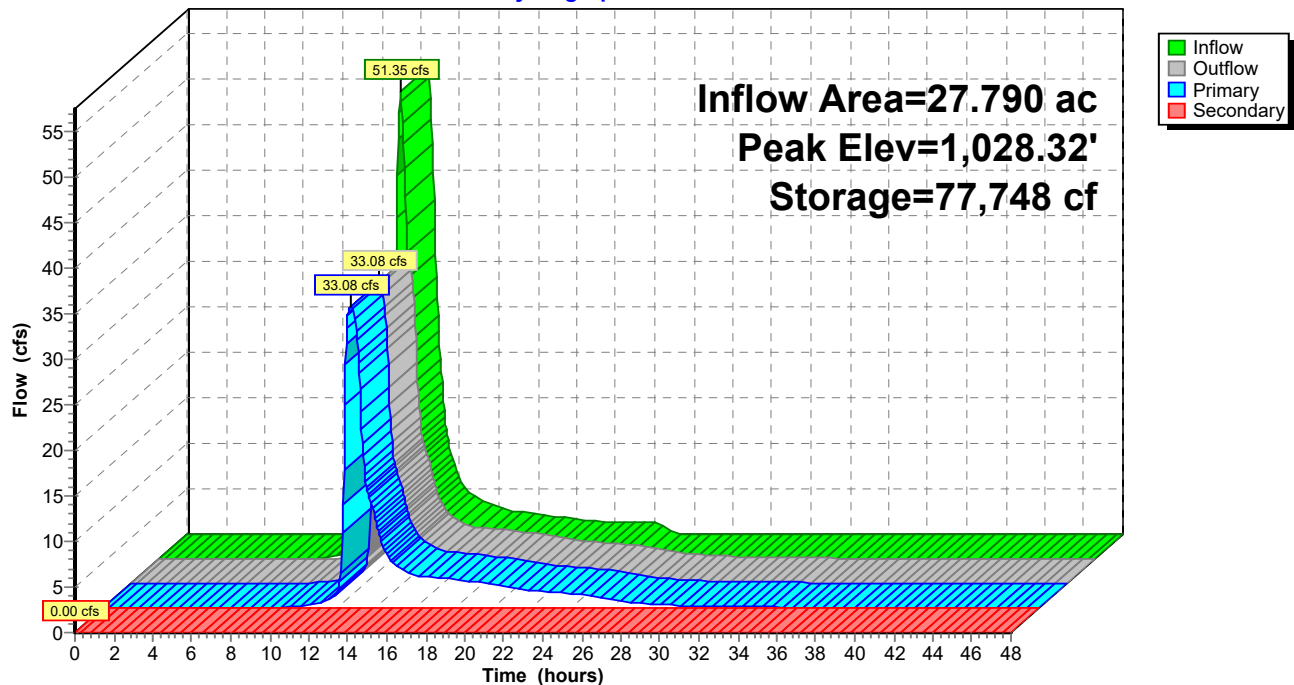
3=Orifice/Grate (Orifice Controls 13.83 cfs @ 6.92 fps)

Secondary OutFlow Max=0.00 cfs @ 0.00 hrs HW=1,023.00' (Free Discharge)

5=Sharp-Crested Rectangular Weir (Controls 0.00 cfs)

Pond BMP-1: POND A1

Hydrograph



22-07-21_MultiSport Basin Calculations_A180683

Type II 24-hr 10-year Rainfall=4.70"

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Summary for Pond BMP-2: POND A2

Inflow Area = 65.470 ac, 3.90% Impervious, Inflow Depth = 2.72" for 10-year event
 Inflow = 90.54 cfs @ 12.66 hrs, Volume= 14.850 af
 Outflow = 22.99 cfs @ 13.91 hrs, Volume= 14.442 af, Atten= 75%, Lag= 75.1 min
 Primary = 22.99 cfs @ 13.91 hrs, Volume= 14.442 af
 Routed to Link PR A : PR IMPACT A
 Secondary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af
 Routed to Link PR A : PR IMPACT A

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
 Peak Elev= 1,026.09' @ 13.91 hrs Surf.Area= 88,738 sf Storage= 327,235 cf

Plug-Flow detention time= 361.8 min calculated for 14.442 af (97% of inflow)
 Center-of-Mass det. time= 345.3 min (1,217.9 - 872.6)

Volume	Invert	Avail.Storage	Storage Description
#1	1,022.00'	814,509 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,022.00	69,333	0	0
1,023.00	76,055	72,694	72,694
1,024.00	80,097	78,076	150,770
1,025.00	84,197	82,147	232,917
1,026.00	88,355	86,276	319,193
1,027.00	92,572	90,464	409,657
1,028.00	96,846	94,709	504,366
1,029.00	101,179	99,013	603,378
1,030.00	105,567	103,373	706,751
1,031.00	109,949	107,758	814,509

Device	Routing	Invert	Outlet Devices
#1	Primary	1,021.00'	36.0" Round CMP_Round 36" L= 132.9' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 1,021.00' / 1,020.00' S= 0.0075 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 7.07 sf
#2	Device 1	1,022.00'	14.0" W x 2.0" H Vert. WQCV X 6 rows with 4.0" cc spacing C= 0.600 Limited to weir flow at low heads
#3	Primary	1,024.83'	12.0" W x 8.0" H Vert. Orifice/Grate X 4.00 C= 0.600 Limited to weir flow at low heads
#4	Primary	1,026.00'	ADS Beehive - 30
#5	Secondary	1,029.00'	40.0' long Sharp-Crested Rectangular Weir 2 End Contraction(s)

Primary OutFlow Max=22.99 cfs @ 13.91 hrs HW=1,026.09' (Free Discharge)

1=CMP_Round 36" (Passes 9.97 cfs of 50.92 cfs potential flow)

2=WQCV (Orifice Controls 9.97 cfs @ 8.54 fps)

3=Orifice/Grate (Orifice Controls 12.30 cfs @ 4.61 fps)

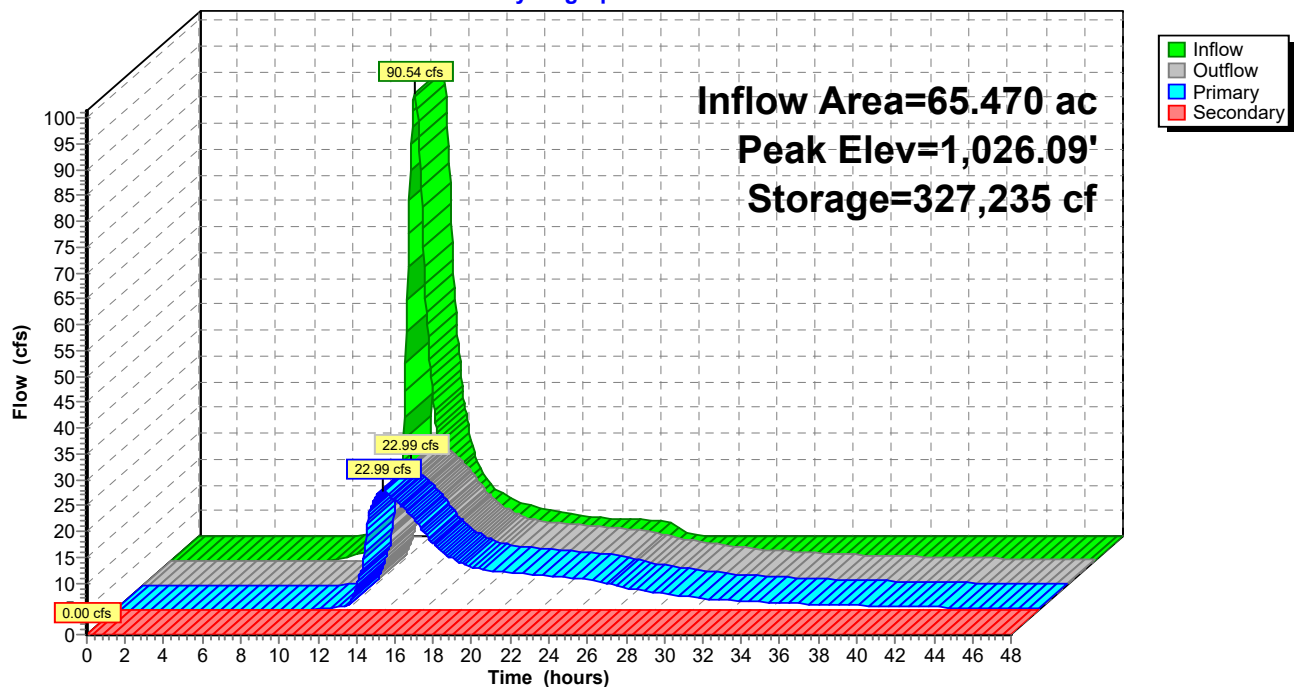
4=ADS Beehive - 30 (Custom Controls 0.73 cfs)

Secondary OutFlow Max=0.00 cfs @ 0.00 hrs HW=1,022.00' (Free Discharge)

5=Sharp-Crested Rectangular Weir (Controls 0.00 cfs)

Pond BMP-2: POND A2

Hydrograph



Summary for Pond BMP-3: POND A3

Inflow Area = 41.170 ac, 2.58% Impervious, Inflow Depth = 2.63" for 10-year event
 Inflow = 88.50 cfs @ 12.28 hrs, Volume= 9.033 af
 Outflow = 34.80 cfs @ 12.72 hrs, Volume= 9.007 af, Atten= 61%, Lag= 26.5 min
 Primary = 34.80 cfs @ 12.72 hrs, Volume= 9.007 af
 Routed to Link PR A : PR IMPACT A
 Secondary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af
 Routed to Link PR A : PR IMPACT A

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
 Peak Elev= 1,024.33' @ 12.72 hrs Surf.Area= 38,897 sf Storage= 149,356 cf

Plug-Flow detention time= 166.8 min calculated for 9.007 af (100% of inflow)
 Center-of-Mass det. time= 165.0 min (1,011.2 - 846.2)

Volume	Invert	Avail.Storage	Storage Description
#1	1,019.00'	448,748 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,019.00	21,071	0	0
1,020.00	22,786	21,929	21,929
1,021.00	24,553	23,670	45,598
1,022.00	27,704	26,129	71,727
1,023.00	32,510	30,107	101,834
1,024.00	37,485	34,998	136,831
1,025.00	41,789	39,637	176,468
1,026.00	46,126	43,958	220,426
1,027.00	50,519	48,323	268,748
1,028.00	54,968	52,744	321,492
1,029.00	59,473	57,221	378,712
1,030.00	80,599	70,036	448,748

Device	Routing	Invert	Outlet Devices
#1	Primary	1,018.98'	30.0" Round CMP_Round 30" L= 284.9' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 1,018.98' / 1,017.56' S= 0.0050 '/ Cc= 0.900 n= 0.011 Concrete pipe, straight & clean, Flow Area= 4.91 sf
#2	Device 1	1,019.00'	8.0" W x 2.0" H Vert. WQCV X 6 rows with 4.0" cc spacing C= 0.600 Limited to weir flow at low heads
#3	Device 1	1,022.00'	12.0" W x 6.0" H Vert. Orifice/Grate X 4.00 C= 0.600 Limited to weir flow at low heads
#4	Device 1	1,023.00'	ADS Beehive - 30
#5	Secondary	1,028.00'	40.0' long Sharp-Crested Rectangular Weir 2 End Contraction(s)

Primary OutFlow Max=34.80 cfs @ 12.72 hrs HW=1,024.33' (Free Discharge)

1=CMP_Round 30" (Passes 34.80 cfs of 37.77 cfs potential flow)

2=WQCV (Orifice Controls 6.73 cfs @ 10.09 fps)

3=Orifice/Grate (Orifice Controls 13.87 cfs @ 6.94 fps)

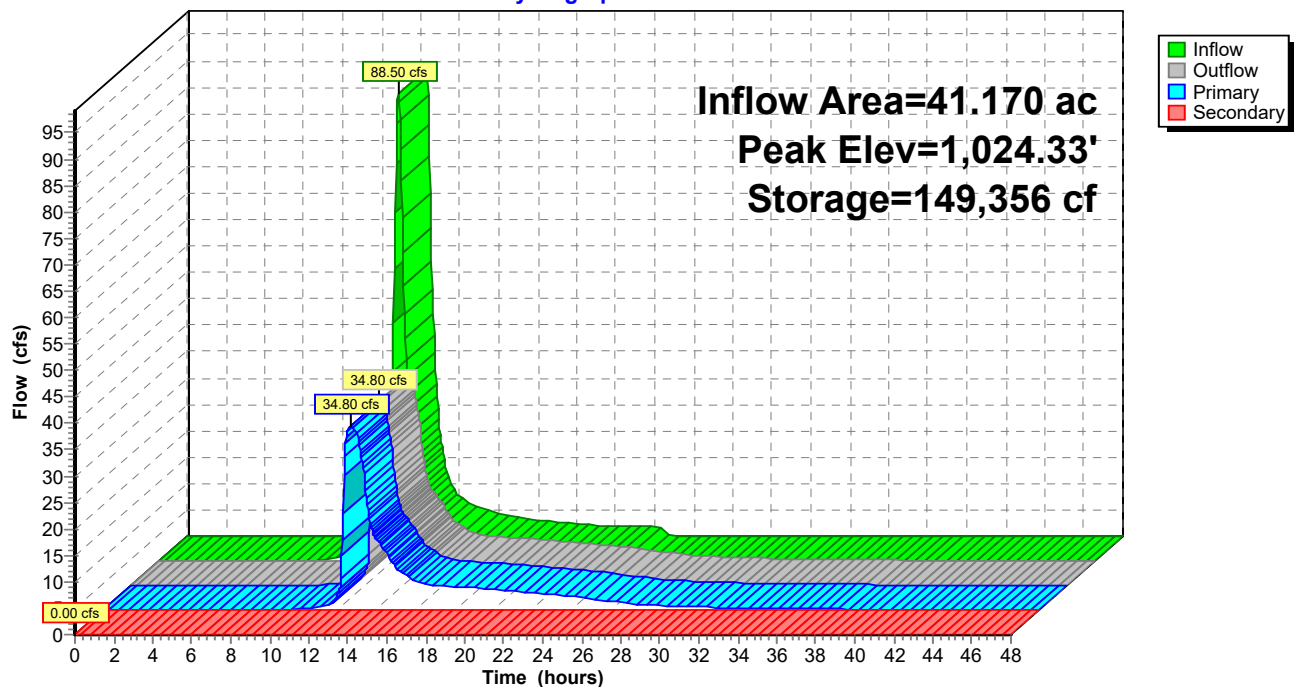
4=ADS Beehive - 30 (Custom Controls 14.20 cfs)

Secondary OutFlow Max=0.00 cfs @ 0.00 hrs HW=1,019.00' (Free Discharge)

5=Sharp-Crested Rectangular Weir (Controls 0.00 cfs)

Pond BMP-3: POND A3

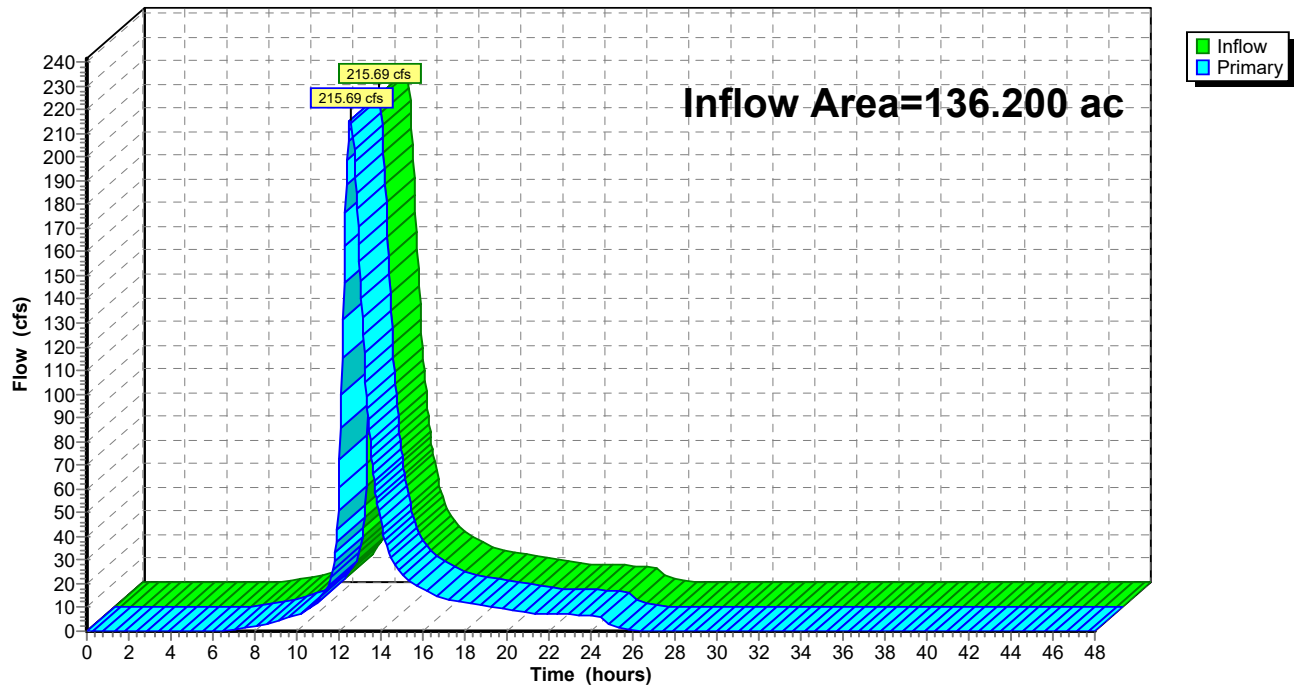
Hydrograph



Summary for Link EX A: EX IMPACT A

Inflow Area = 136.200 ac, 0.00% Impervious, Inflow Depth = 3.19" for 10-year event
Inflow = 215.69 cfs @ 12.56 hrs, Volume= 36.184 af
Primary = 215.69 cfs @ 12.56 hrs, Volume= 36.184 af, Atten= 0%, Lag= 0.0 min

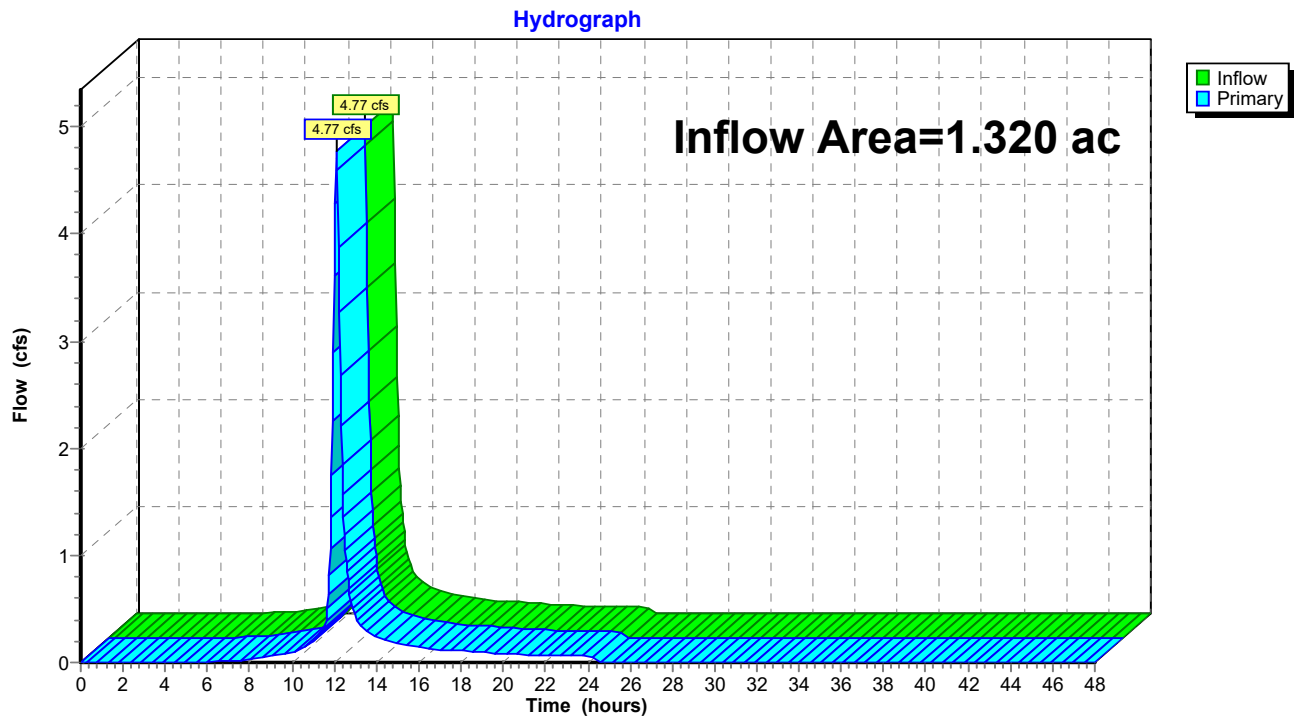
Primary outflow = Inflow, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs

Link EX A: EX IMPACT A**Hydrograph**

Summary for Link EX A1: EX IMPACT A1

Inflow Area = 1.320 ac, 0.00% Impervious, Inflow Depth = 3.19" for 10-year event
Inflow = 4.77 cfs @ 12.10 hrs, Volume= 0.351 af
Primary = 4.77 cfs @ 12.10 hrs, Volume= 0.351 af, Atten= 0%, Lag= 0.0 min
Routed to Link EX A : EX IMPACT A

Primary outflow = Inflow, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs

Link EX A1: EX IMPACT A1

Summary for Subcatchment EX-A1.1: EX-A1.1

Runoff = 1.03 cfs @ 12.08 hrs, Volume= 0.069 af, Depth= 3.19"
Routed to Link EX A1 : EX IMPACT A1

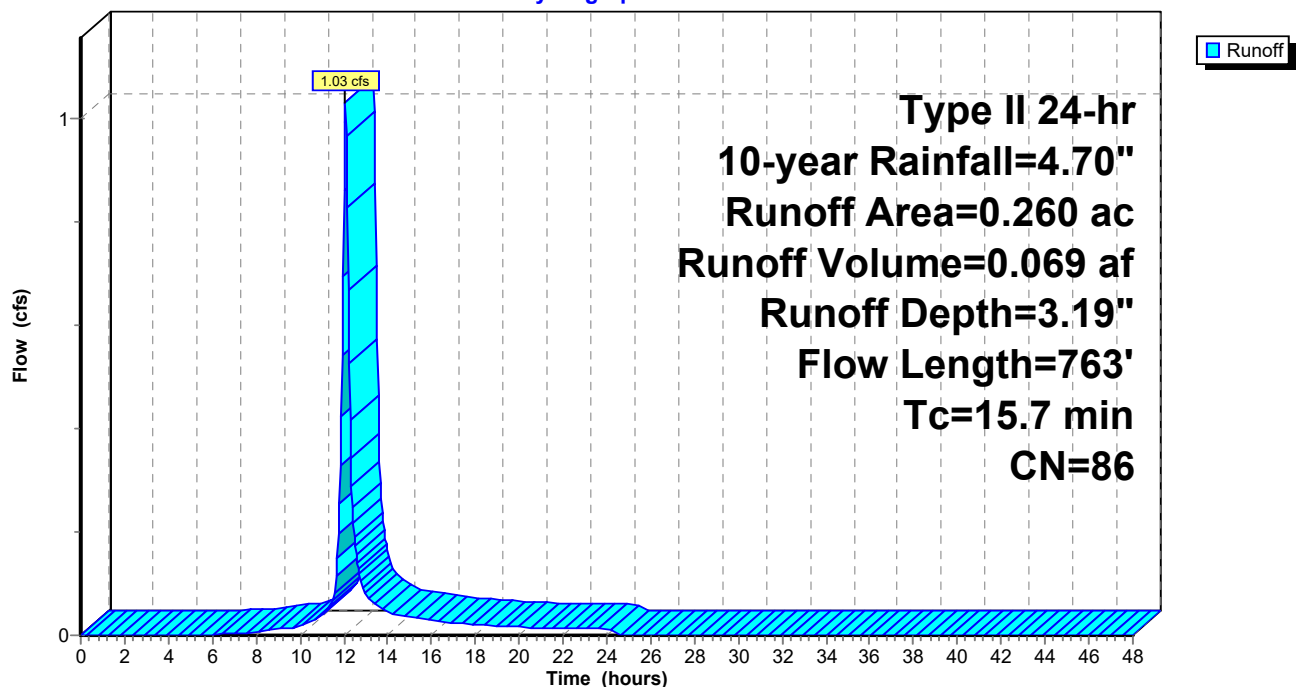
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
Type II 24-hr 10-year Rainfall=4.70"

Area (ac)	CN	Description
0.260	86	<50% Grass cover, Poor, HSG C
0.260		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.0	56	0.0039	0.08		Sheet Flow, Sheet Flow Grass: Short n= 0.150 P2= 3.10"
3.2	198	0.0072	1.03		Sheet Flow, Sheet Flow Smooth surfaces n= 0.011 P2= 3.10"
0.5	509	0.0085	16.73	840.89	Pipe Channel, Pipe 96.0" Round Area= 50.3 sf Perim= 25.1' r= 2.00' n= 0.013 Concrete pipe, bends & connections
15.7	763	Total			

Subcatchment EX-A1.1: EX-A1.1

Hydrograph



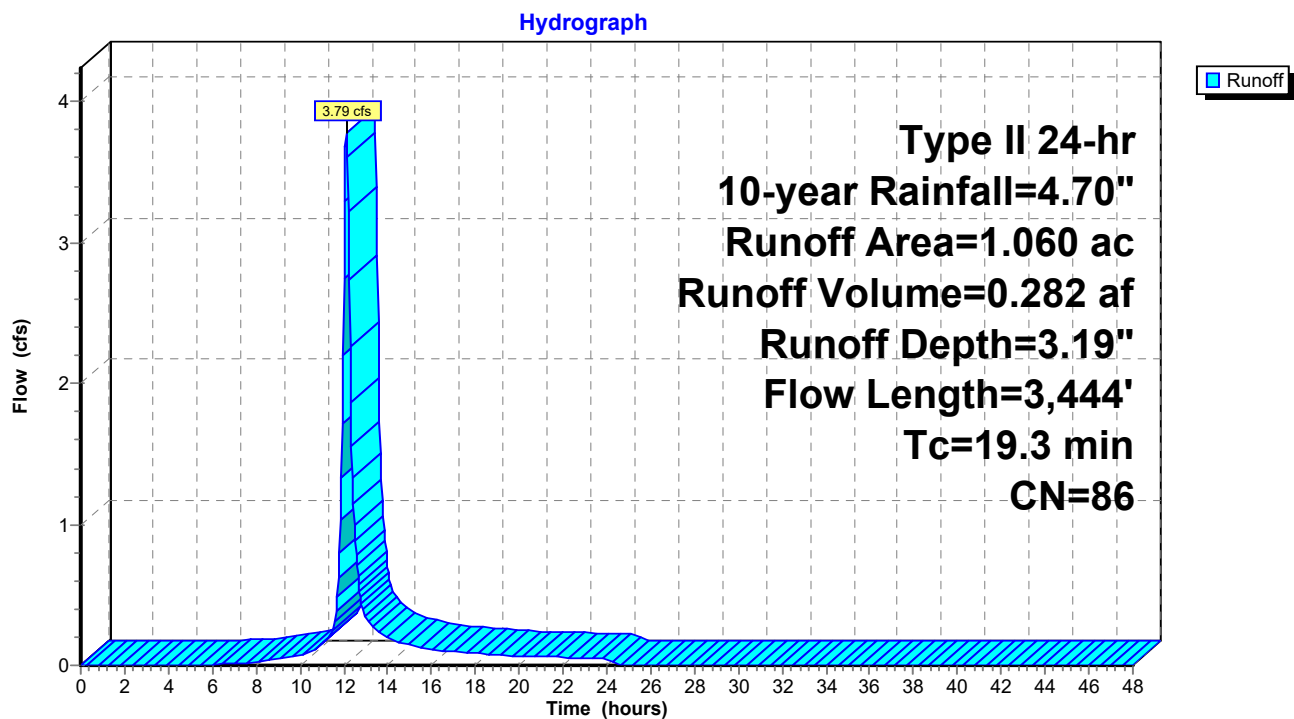
Summary for Subcatchment EX-A1.2: EX-A1.2

Runoff = 3.79 cfs @ 12.11 hrs, Volume= 0.282 af, Depth= 3.19"
 Routed to Link EX A1 : EX IMPACT A1

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
 Type II 24-hr 10-year Rainfall=4.70"

Area (ac)	CN	Description			
1.060	86	<50% Grass cover, Poor, HSG C			
1.060		100.00% Pervious Area			
Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.6	300	0.0696	0.34		Sheet Flow, Sheet Flow Grass: Short n= 0.150 P2= 3.10"
0.6	79	0.0487	2.21		Shallow Concentrated Flow, Shallow Concentrated Flow Nearly Bare & Untilled Kv= 10.0 fps
0.6	85	0.0121	2.23		Shallow Concentrated Flow, Shallow Concentrated Flow Paved Kv= 20.3 fps
0.9	574	0.0113	11.12	106.95	Pipe Channel, Eastport Pipe 1 42.0" Round Area= 9.6 sf Perim= 11.0' r= 0.88' n= 0.013 Concrete pipe, bends & connections
0.5	337	0.0106	11.77	147.89	Pipe Channel, Eastport Pipe 2 48.0" Round Area= 12.6 sf Perim= 12.6' r= 1.00' n= 0.013 Concrete pipe, bends & connections
0.4	333	0.0117	14.35	281.71	Pipe Channel, Eastport Pipe 3 60.0" Round Area= 19.6 sf Perim= 15.7' r= 1.25' n= 0.013 Concrete pipe, bends & connections
0.1	60	0.0117	14.35	281.71	Pipe Channel, Eastport Pipe 4 60.0" Round Area= 19.6 sf Perim= 15.7' r= 1.25' n= 0.013 Concrete pipe, bends & connections
0.4	348	0.0117	14.35	281.71	Pipe Channel, Eastport Pipe 5 60.0" Round Area= 19.6 sf Perim= 15.7' r= 1.25' n= 0.013 Concrete pipe, bends & connections
0.3	353	0.0138	17.60	497.51	Pipe Channel, Eastport Pipe 6 72.0" Round Area= 28.3 sf Perim= 18.8' r= 1.50' n= 0.013 Concrete pipe, bends & connections
0.1	71	0.0113	16.80	557.31	Pipe Channel, Eastport Pipe 7 78.0" Round Area= 33.2 sf Perim= 20.4' r= 1.63' n= 0.013 Concrete pipe, bends & connections
0.0	33	0.0170	21.64	832.94	Pipe Channel, Eastport Pipe 8 84.0" Round Area= 38.5 sf Perim= 22.0' r= 1.75' n= 0.013 Concrete pipe, bends & connections
0.3	362	0.0120	19.04	841.16	Pipe Channel, Eastport Pipe 9 90.0" Round Area= 44.2 sf Perim= 23.6' r= 1.87' n= 0.013 Concrete pipe, bends & connections
0.5	509	0.0085	16.73	840.89	Pipe Channel, Eastport Pipe 10 96.0" Round Area= 50.3 sf Perim= 25.1' r= 2.00' n= 0.013 Concrete pipe, bends & connections
19.3	3,444	Total			

Subcatchment EX-A1.2: EX-A1.2



Summary for Subcatchment EX-A2: EX-A2

Runoff = 145.51 cfs @ 12.72 hrs, Volume= 24.898 af, Depth= 3.19"
Routed to Link EX A : EX IMPACT A

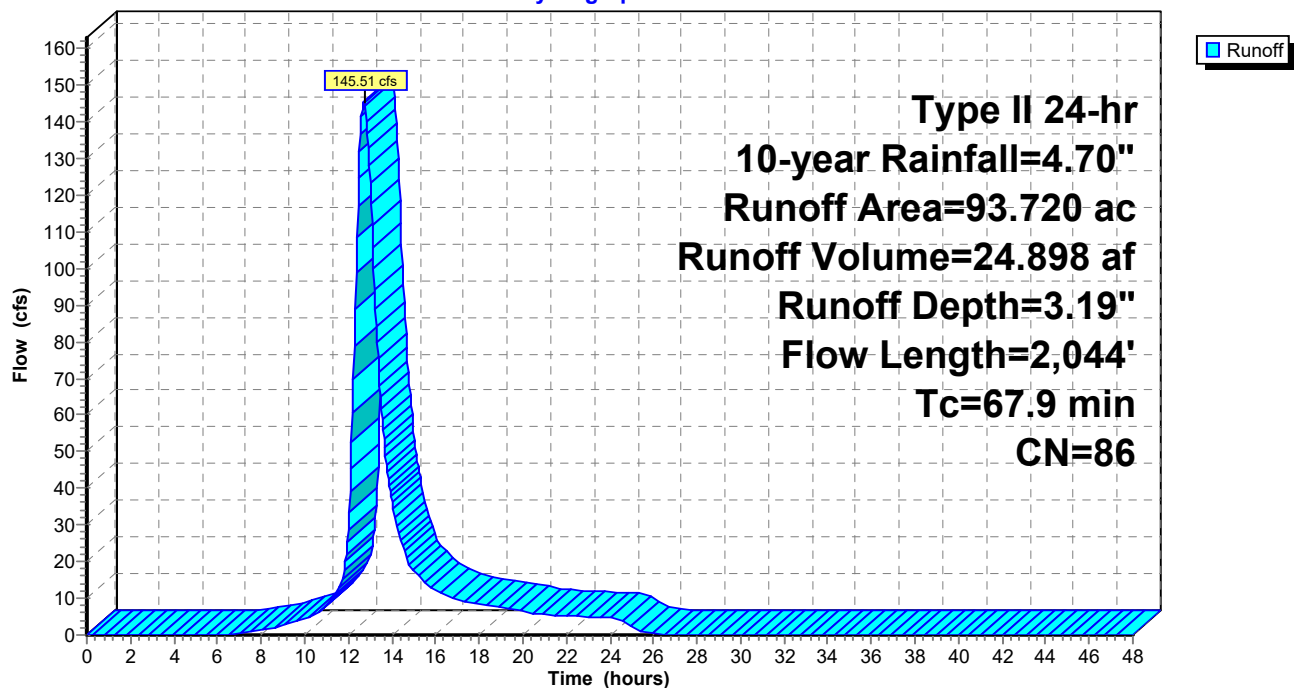
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
Type II 24-hr 10-year Rainfall=4.70"

Area (ac)	CN	Description
93.720	86	<50% Grass cover, Poor, HSG C
93.720		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
8.6	300	0.0420	0.58		Sheet Flow, Sheet Flow
					Cultivated: Residue<=20% n= 0.060 P2= 3.10"
59.3	1,744	0.0024	0.49		Shallow Concentrated Flow, Shallow Concentrated Flow
					Nearly Bare & Untilled Kv= 10.0 fps
67.9	2,044	Total			

Subcatchment EX-A2: EX-A2

Hydrograph



Summary for Subcatchment EX-A3: EX-A3

Runoff = 88.58 cfs @ 12.40 hrs, Volume= 10.935 af, Depth= 3.19"
Routed to Link EX A : EX IMPACT A

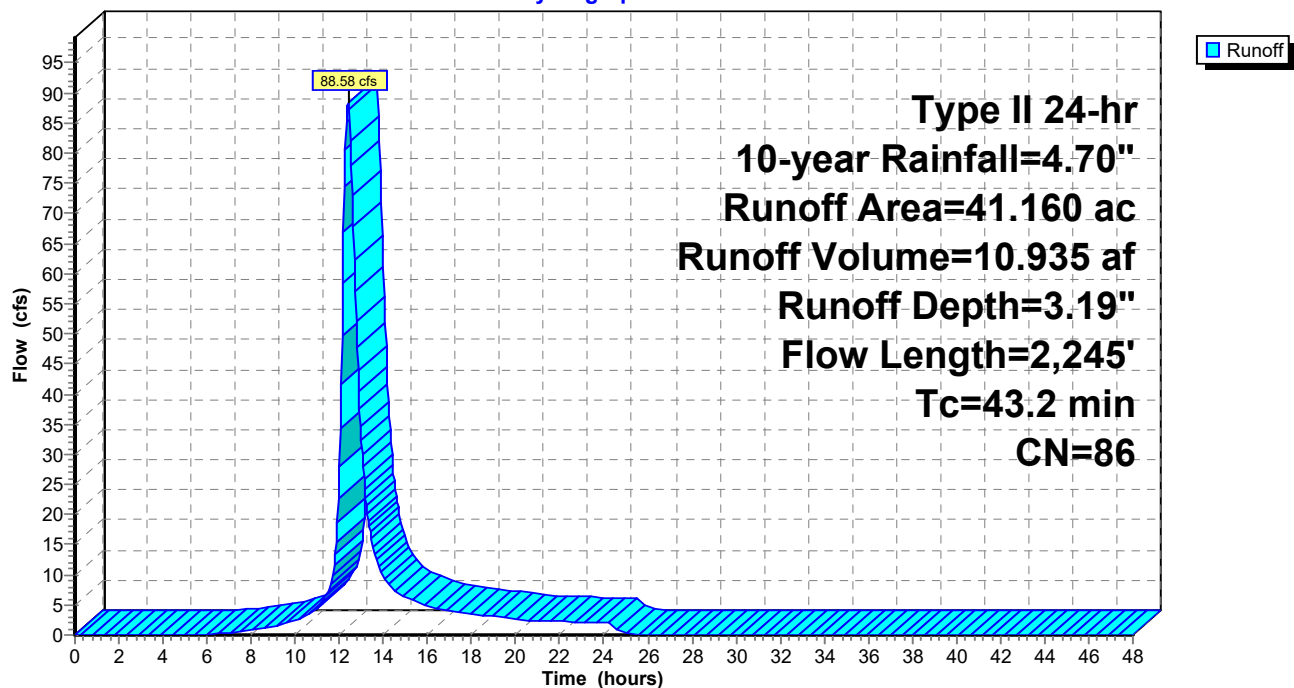
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
Type II 24-hr 10-year Rainfall=4.70"

Area (ac)	CN	Description
41.160	86	<50% Grass cover, Poor, HSG C
41.160		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.3	300	0.0900	0.79		Sheet Flow, Sheet Flow
					Cultivated: Residue<=20% n= 0.060 P2= 3.10"
36.9	1,945	0.0077	0.88		Shallow Concentrated Flow, Shallow Concentrated Flow
					Nearly Bare & Untilled Kv= 10.0 fps
43.2	2,245	Total			

Subcatchment EX-A3: EX-A3

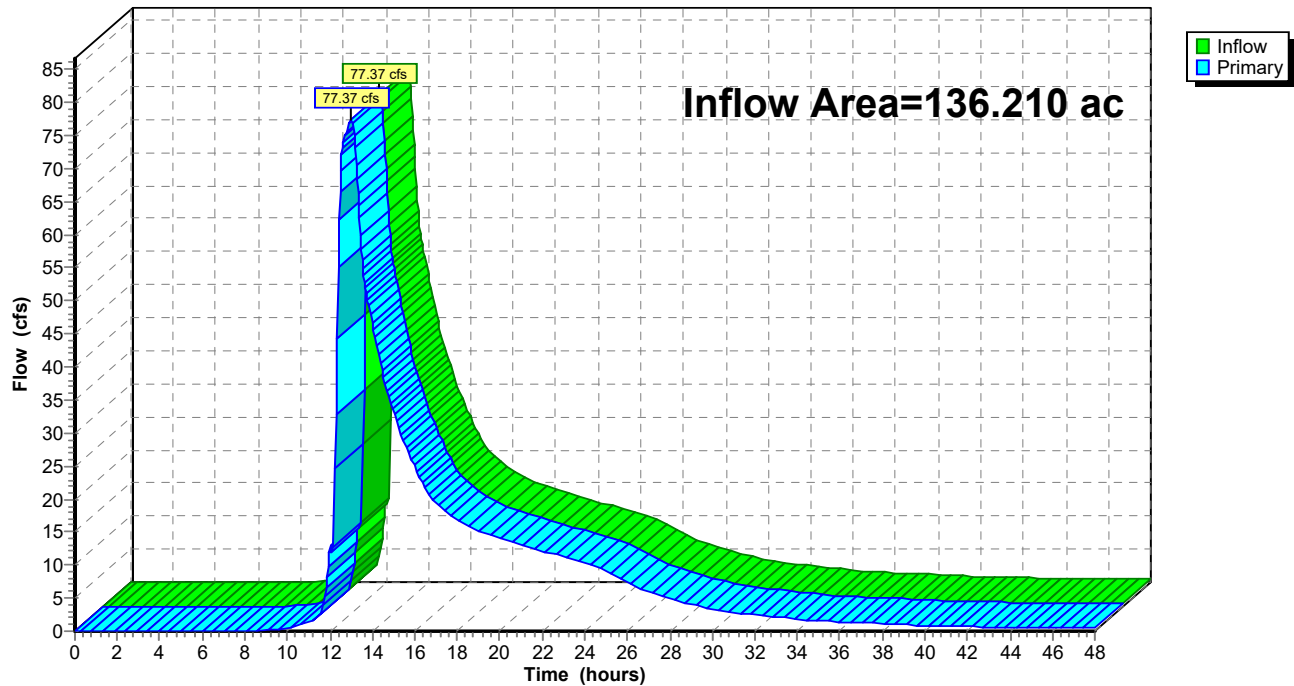
Hydrograph



Summary for Link PR A: PR IMPACT A

Inflow Area = 136.210 ac, 3.60% Impervious, Inflow Depth > 2.66" for 10-year event
Inflow = 77.37 cfs @ 13.00 hrs, Volume= 30.156 af
Primary = 77.37 cfs @ 13.00 hrs, Volume= 30.156 af, Atten= 0%, Lag= 0.0 min

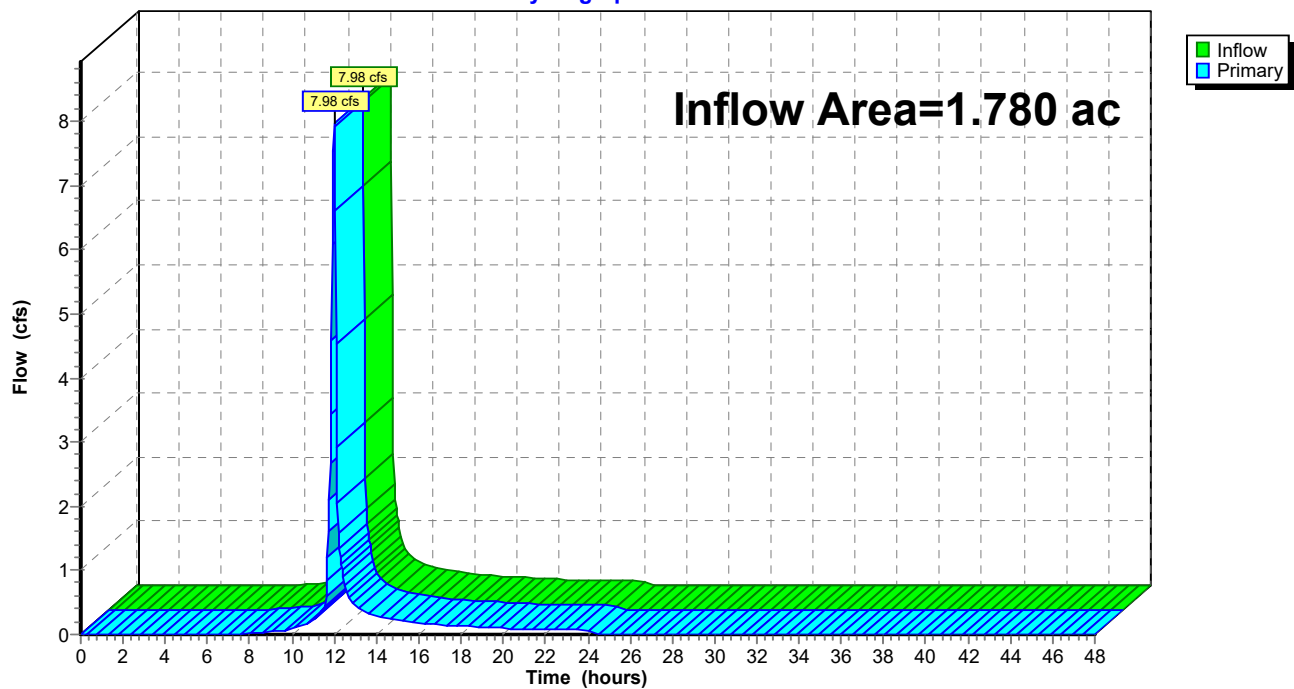
Primary outflow = Inflow, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs

Link PR A: PR IMPACT A**Hydrograph**

Summary for Link PR A1: PR IMPACT A1

Inflow Area = 1.780 ac, 12.87% Impervious, Inflow Depth = 2.75" for 10-year event
Inflow = 7.98 cfs @ 11.99 hrs, Volume= 0.408 af
Primary = 7.98 cfs @ 11.99 hrs, Volume= 0.408 af, Atten= 0%, Lag= 0.0 min
Routed to Link PR A : PR IMPACT A

Primary outflow = Inflow, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs

Link PR A1: PR IMPACT A1**Hydrograph**

Summary for Subcatchment PR-A1.1: PR-A1.1

Runoff = 1.59 cfs @ 12.02 hrs, Volume= 0.087 af, Depth= 2.55"
 Routed to Link PR A1 : PR IMPACT A1

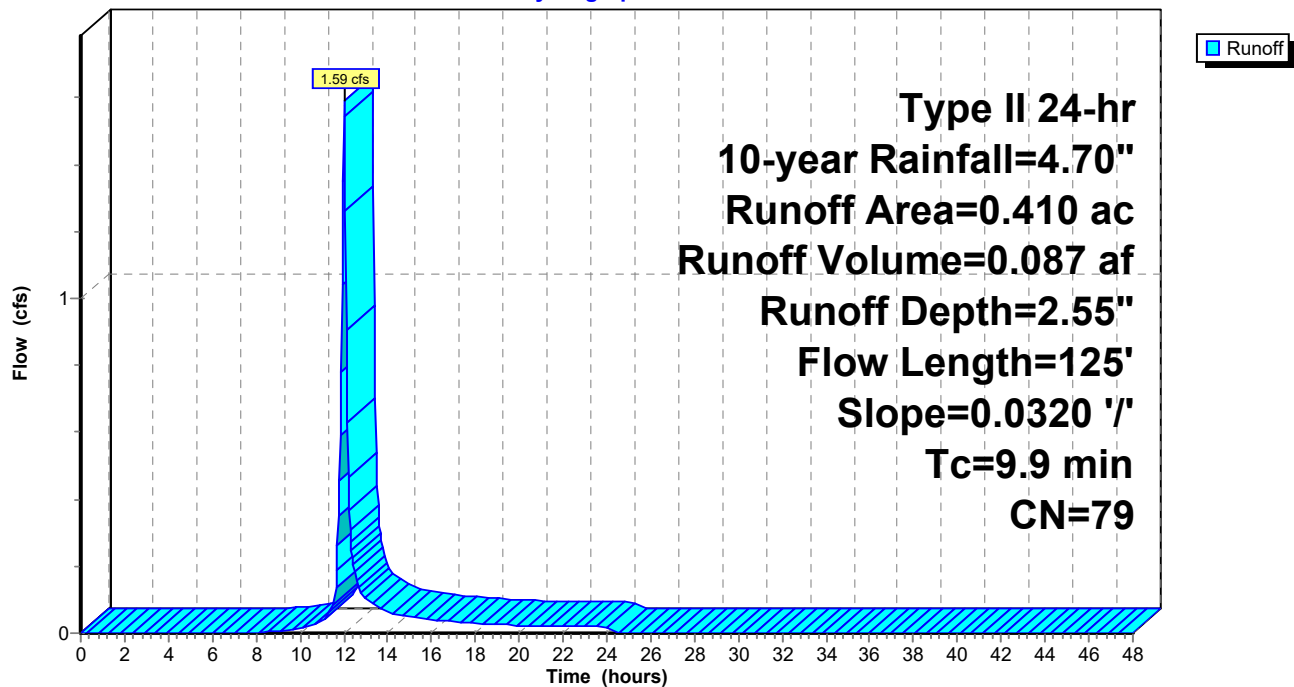
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
 Type II 24-hr 10-year Rainfall=4.70"

Area (ac)	CN	Description
0.410	79	50-75% Grass cover, Fair, HSG C
0.410		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.9	125	0.0320	0.21		Sheet Flow, Sheet Flow Grass: Short n= 0.150 P2= 3.10"

Subcatchment PR-A1.1: PR-A1.1

Hydrograph



22-07-21_MultiSport Basin Calculations_A180683

Type II 24-hr 10-year Rainfall=4.70"

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Summary for Subcatchment PR-A1.2: PR-A1.2

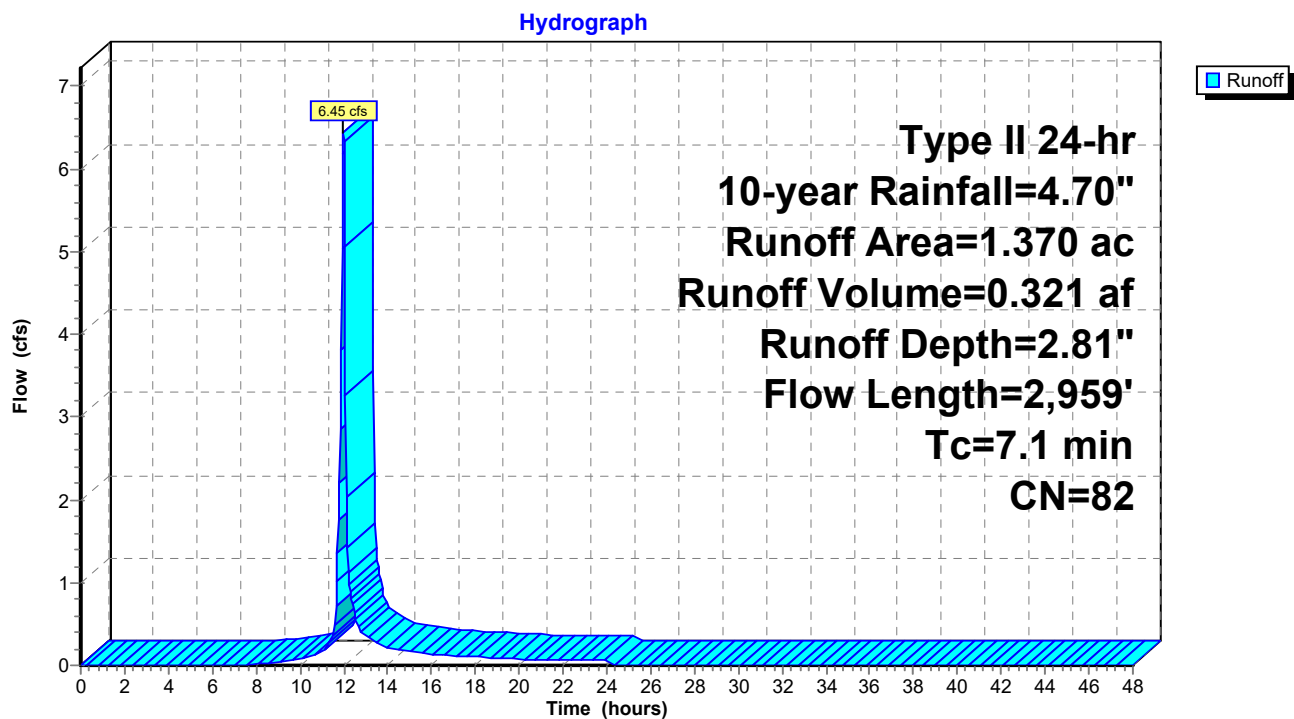
Runoff = 6.45 cfs @ 11.98 hrs, Volume= 0.321 af, Depth= 2.81"
 Routed to Link PR A1 : PR IMPACT A1

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
 Type II 24-hr 10-year Rainfall=4.70"

Area (ac)	CN	Description
0.229	98	Paved parking, HSG C
1.141	79	50-75% Grass cover, Fair, HSG C
1.370	82	Weighted Average
1.141		83.28% Pervious Area
0.229		16.72% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.0	300	0.0200	1.69		Sheet Flow, Sheet Flow Smooth surfaces n= 0.011 P2= 3.10"
1.5	252	0.0198	2.86		Shallow Concentrated Flow, Shallow Concentrated Flow Paved Kv= 20.3 fps
0.5	337	0.0106	11.77	147.89	Pipe Channel, Eastport Pipe 1 48.0" Round Area= 12.6 sf Perim= 12.6' r= 1.00' n= 0.013 Concrete pipe, bends & connections
0.9	741	0.0117	14.35	281.71	Pipe Channel, Eastport Pipe 2 60.0" Round Area= 19.6 sf Perim= 15.7' r= 1.25' n= 0.013 Concrete pipe, bends & connections
0.3	353	0.0138	17.60	497.51	Pipe Channel, Eastport Pipe 3 72.0" Round Area= 28.3 sf Perim= 18.8' r= 1.50' n= 0.013 Concrete pipe, bends & connections
0.1	71	0.0113	16.80	557.31	Pipe Channel, Eastport Pipe 4 78.0" Round Area= 33.2 sf Perim= 20.4' r= 1.63' n= 0.013 Concrete pipe, bends & connections
0.0	34	0.0170	21.64	832.94	Pipe Channel, Eastport Pipe 5 84.0" Round Area= 38.5 sf Perim= 22.0' r= 1.75' n= 0.013 Concrete pipe, bends & connections
0.3	362	0.0120	19.04	841.16	Pipe Channel, Eastport Pipe 6 90.0" Round Area= 44.2 sf Perim= 23.6' r= 1.87' n= 0.013 Concrete pipe, bends & connections
0.5	509	0.0085	16.73	840.89	Pipe Channel, Eastport Pipe 7 96.0" Round Area= 50.3 sf Perim= 25.1' r= 2.00' n= 0.013 Concrete pipe, bends & connections
7.1	2,959	Total			

Subcatchment PR-A1.2: PR-A1.2



22-07-21_MultiSport Basin Calculations_A180683

Type II 24-hr 10-year Rainfall=4.70"

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Summary for Subcatchment PR-A2: PR-A2

Runoff = 51.35 cfs @ 12.40 hrs, Volume= 6.303 af, Depth= 2.72"
 Routed to Pond BMP-1 : POND A1

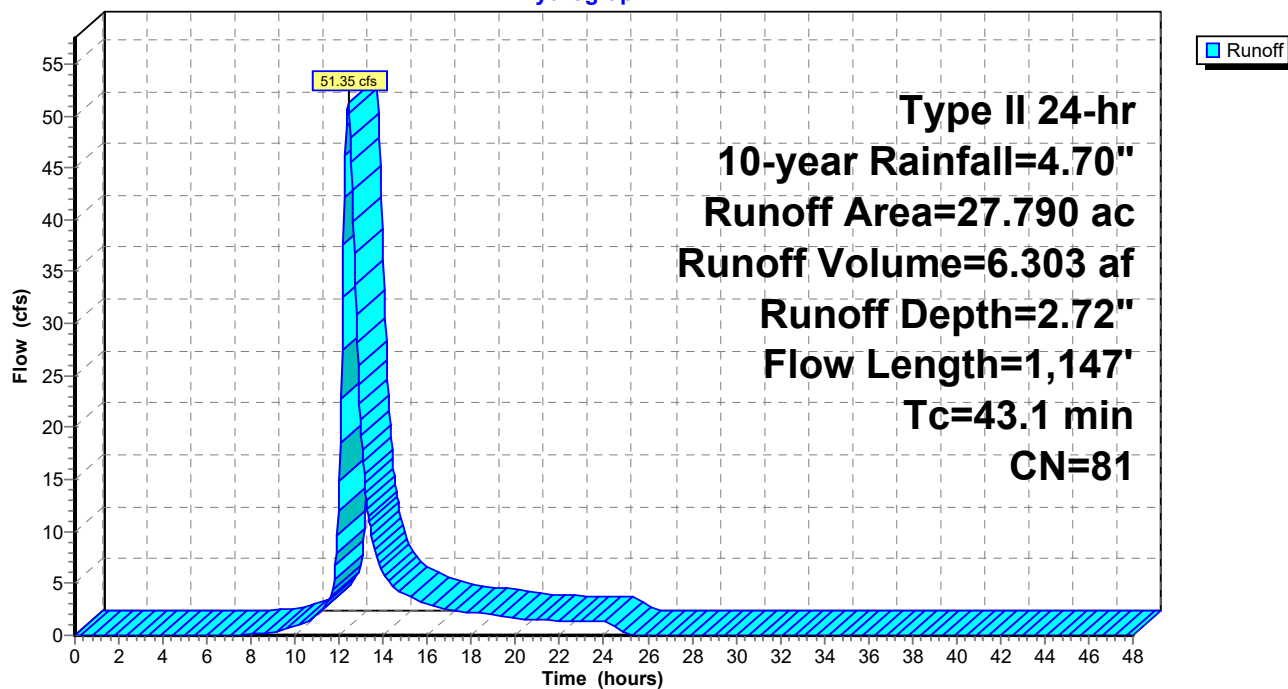
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
 Type II 24-hr 10-year Rainfall=4.70"

Area (ac)	CN	Description
1.056	98	Paved parking, HSG C
23.595	79	50-75% Grass cover, Fair, HSG C
3.139	89	Gravel roads, HSG C
27.790	81	Weighted Average
26.734		96.20% Pervious Area
1.056		3.80% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
28.0	300	0.0136	0.18		Sheet Flow, Sheet Flow Grass: Short n= 0.150 P2= 3.10"
8.4	185	0.0054	0.37		Shallow Concentrated Flow, Gravel Parking Lot Woodland Kv= 5.0 fps
4.5	404	0.0100	1.50		Shallow Concentrated Flow, Ditch 1 Grassed Waterway Kv= 15.0 fps
0.2	49	0.0045	3.83	4.69	Pipe Channel, Pipe 1 15.0" Round Area= 1.2 sf Perim= 3.9' r= 0.31' n= 0.012 Concrete pipe, finished
0.7	54	0.0070	1.25		Shallow Concentrated Flow, Ditch 2 Grassed Waterway Kv= 15.0 fps
0.1	51	0.0108	5.93	7.27	Pipe Channel, Pipe 2 15.0" Round Area= 1.2 sf Perim= 3.9' r= 0.31' n= 0.012 Concrete pipe, finished
1.2	104	0.0096	1.47		Shallow Concentrated Flow, Ditch 3 Grassed Waterway Kv= 15.0 fps
43.1	1,147	Total			

Subcatchment PR-A2: PR-A2

Hydrograph



22-07-21_MultiSport Basin Calculations_A180683

Type II 24-hr 10-year Rainfall=4.70"

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Summary for Subcatchment PR-A3: PR-A3

Runoff = 90.54 cfs @ 12.66 hrs, Volume= 14.850 af, Depth= 2.72"
 Routed to Pond BMP-2 : POND A2

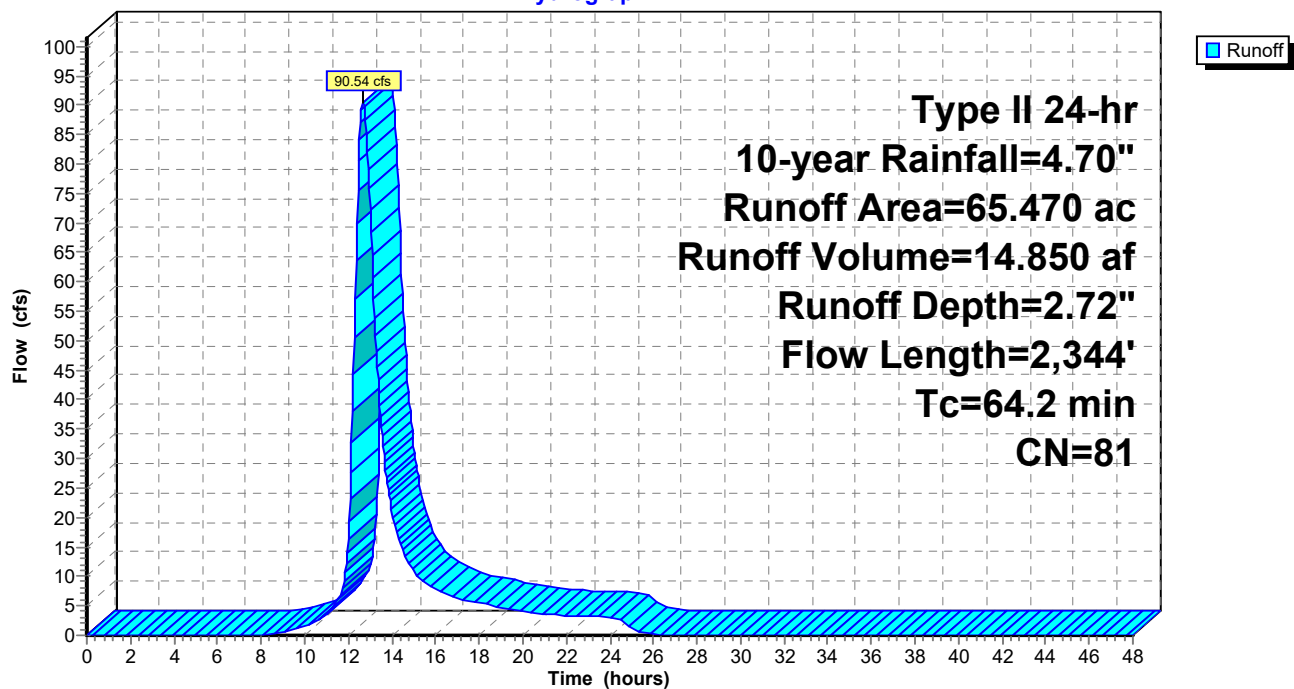
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
 Type II 24-hr 10-year Rainfall=4.70"

Area (ac)	CN	Description
2.555	98	Paved parking, HSG C
5.121	89	Gravel roads, HSG C
57.794	79	50-75% Grass cover, Fair, HSG C
65.470	81	Weighted Average
62.915		96.10% Pervious Area
2.555		3.90% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
13.1	300	0.0912	0.38		Sheet Flow, Sheet Flow Grass: Short n= 0.150 P2= 3.10"
26.9	630	0.0031	0.39		Shallow Concentrated Flow, Shallow Concentrated Flow Short Grass Pasture Kv= 7.0 fps
1.9	193	0.0070	1.70		Shallow Concentrated Flow, Shallow Concentrated Paved Kv= 20.3 fps
0.1	52	0.0050	6.40	31.42	Pipe Channel, Pipe 1 30.0" Round Area= 4.9 sf Perim= 7.9' r= 0.63' n= 0.012 Concrete pipe, finished
5.0	220	0.0024	0.73		Shallow Concentrated Flow, Ditch 1 Grassed Waterway Kv= 15.0 fps
0.1	23	0.0050	5.52	17.33	Pipe Channel, Pipe 2 24.0" Round Area= 3.1 sf Perim= 6.3' r= 0.50' n= 0.012 Concrete pipe, finished
17.1	926	0.0036	0.90		Shallow Concentrated Flow, Ditch 2 Grassed Waterway Kv= 15.0 fps
64.2	2,344	Total			

Subcatchment PR-A3: PR-A3

Hydrograph



Summary for Subcatchment PR-A4: PR-A4

Runoff = 88.50 cfs @ 12.28 hrs, Volume= 9.033 af, Depth= 2.63"
 Routed to Pond BMP-3 : POND A3

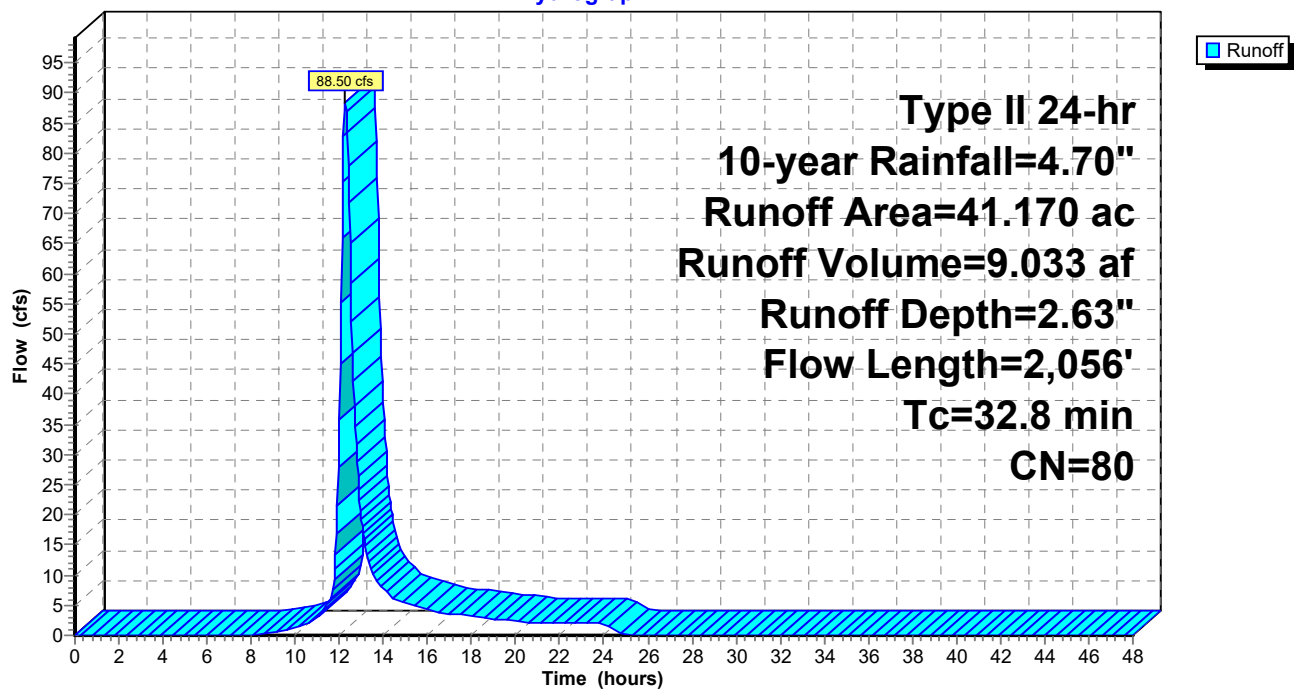
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
 Type II 24-hr 10-year Rainfall=4.70"

Area (ac)	CN	Description
1.064	98	Paved parking, HSG C
3.429	89	Gravel roads, HSG C
36.677	79	50-75% Grass cover, Fair, HSG C
41.170	80	Weighted Average
40.106		97.42% Pervious Area
1.064		2.58% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
20.5	123	0.0050	0.10		Sheet Flow, Sheet Flow Grass: Short n= 0.150 P2= 3.10"
2.5	360	0.0050	2.45	0.85	Pipe Channel, Pipe 1 8.0" Round Area= 0.3 sf Perim= 2.1' r= 0.17' n= 0.013 Corrugated PE, smooth interior
0.9	129	0.0049	2.42	0.85	Pipe Channel, Pipe 2 8.0" Round Area= 0.3 sf Perim= 2.1' r= 0.17' n= 0.013 Corrugated PE, smooth interior
0.2	40	0.0040	2.87	2.25	Pipe Channel, Pipe 3 12.0" Round Area= 0.8 sf Perim= 3.1' r= 0.25' n= 0.013 Corrugated PE, smooth interior
0.6	280	0.0112	7.62	23.94	Pipe Channel, Pipe 4 24.0" Round Area= 3.1 sf Perim= 6.3' r= 0.50' n= 0.013 Concrete pipe, bends & connections
1.0	269	0.0030	4.58	22.47	Pipe Channel, Pipe 5 30.0" Round Area= 4.9 sf Perim= 7.9' r= 0.63' n= 0.013 Concrete pipe, bends & connections
0.9	276	0.0030	5.17	36.53	Pipe Channel, Pipe 6 36.0" Round Area= 7.1 sf Perim= 9.4' r= 0.75' n= 0.013 Concrete pipe, bends & connections
0.8	281	0.0030	5.73	55.11	Pipe Channel, Pipe 7 42.0" Round Area= 9.6 sf Perim= 11.0' r= 0.88' n= 0.013 Concrete pipe, bends & connections
5.2	225	0.0023	0.72		Shallow Concentrated Flow, Ditch 1 Grassed Waterway Kv= 15.0 fps
0.2	73	0.0030	5.73	55.11	Pipe Channel, Pipe 8 42.0" Round Area= 9.6 sf Perim= 11.0' r= 0.88' n= 0.013 Concrete pipe, bends & connections
32.8	2,056	Total			

Subcatchment PR-A4: PR-A4

Hydrograph



22-07-21_MultiSport Basin Calculations_A180683*Type II 24-hr 100-year Rainfall=6.80"*

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Time span=0.00-48.00 hrs, dt=0.04 hrs, 1201 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Pond BMP-1: POND A1 Peak Elev=1,031.30' Storage=140,816 cf Inflow=87.02 cfs 10.698 af
Primary=42.37 cfs 10.693 af Secondary=0.00 cfs 0.000 af Outflow=42.37 cfs 10.693 af

Pond BMP-2: POND A2 Peak Elev=1,028.05' Storage=509,485 cf Inflow=154.04 cfs 25.202 af
Primary=48.72 cfs 24.738 af Secondary=0.00 cfs 0.000 af Outflow=48.72 cfs 24.738 af

Pond BMP-3: POND A3 Peak Elev=1,027.13' Storage=275,487 cf Inflow=151.38 cfs 15.474 af
Primary=44.09 cfs 15.443 af Secondary=0.00 cfs 0.000 af Outflow=44.09 cfs 15.443 af

Link EX A: EX IMPACT A Inflow=346.73 cfs 58.720 af
Primary=346.73 cfs 58.720 af

Link EX A1: EX IMPACT A1 Inflow=7.60 cfs 0.569 af
Primary=7.60 cfs 0.569 af

Subcatchment EX-A1.1: EX-A1.1 Runoff Area=0.260 ac 0.00% Impervious Runoff Depth=5.17"
Flow Length=763' Tc=15.7 min CN=86 Runoff=1.64 cfs 0.112 af

Subcatchment EX-A1.2: EX-A1.2 Runoff Area=1.060 ac 0.00% Impervious Runoff Depth=5.17"
Flow Length=3,444' Tc=19.3 min CN=86 Runoff=6.03 cfs 0.457 af

Subcatchment EX-A2: EX-A2 Runoff Area=93.720 ac 0.00% Impervious Runoff Depth=5.17"
Flow Length=2,044' Tc=67.9 min CN=86 Runoff=233.73 cfs 40.406 af

Subcatchment EX-A3: EX-A3 Runoff Area=41.160 ac 0.00% Impervious Runoff Depth=5.17"
Flow Length=2,245' Tc=43.2 min CN=86 Runoff=142.00 cfs 17.745 af

Link PR A: PR IMPACT A Inflow=131.88 cfs 51.564 af
Primary=131.88 cfs 51.564 af

Link PR A1: PR IMPACT A1 Inflow=13.20 cfs 0.690 af
Primary=13.20 cfs 0.690 af

Subcatchment PR-A1.1: PR-A1.1 Runoff Area=0.410 ac 0.00% Impervious Runoff Depth=4.40"
Flow Length=125' Slope=0.0320 '/' Tc=9.9 min CN=79 Runoff=2.72 cfs 0.150 af

Subcatchment PR-A1.2: PR-A1.2 Runoff Area=1.370 ac 16.72% Impervious Runoff Depth=4.73"
Flow Length=2,959' Tc=7.1 min CN=82 Runoff=10.58 cfs 0.540 af

Subcatchment PR-A2: PR-A2 Runoff Area=27.790 ac 3.80% Impervious Runoff Depth=4.62"
Flow Length=1,147' Tc=43.1 min CN=81 Runoff=87.02 cfs 10.698 af

Subcatchment PR-A3: PR-A3 Runoff Area=65.470 ac 3.90% Impervious Runoff Depth=4.62"
Flow Length=2,344' Tc=64.2 min CN=81 Runoff=154.04 cfs 25.202 af

Subcatchment PR-A4: PR-A4 Runoff Area=41.170 ac 2.58% Impervious Runoff Depth=4.51"
Flow Length=2,056' Tc=32.8 min CN=80 Runoff=151.38 cfs 15.474 af

Total Runoff Area = 272.410 ac Runoff Volume = 110.784 af Average Runoff Depth = 4.88"
98.20% Pervious = 267.506 ac 1.80% Impervious = 4.904 ac

22-07-21_MultiSport Basin Calculations_A180683

Type II 24-hr 100-year Rainfall=6.80"

Prepared by Olsson

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Summary for Pond BMP-1: POND A1

Inflow Area = 27.790 ac, 3.80% Impervious, Inflow Depth = 4.62" for 100-year event
 Inflow = 87.02 cfs @ 12.40 hrs, Volume= 10.698 af
 Outflow = 42.37 cfs @ 12.85 hrs, Volume= 10.693 af, Atten= 51%, Lag= 27.0 min
 Primary = 42.37 cfs @ 12.85 hrs, Volume= 10.693 af
 Routed to Link PR A : PR IMPACT A
 Secondary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af
 Routed to Link PR A : PR IMPACT A

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
 Peak Elev= 1,031.30' @ 12.85 hrs Surf.Area= 23,766 sf Storage= 140,816 cf

Plug-Flow detention time= 94.4 min calculated for 10.684 af (100% of inflow)
 Center-of-Mass det. time= 95.0 min (933.0 - 838.0)

Volume	Invert	Avail.Storage	Storage Description
#1	1,023.00'	211,791 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,023.00	10,861	0	0
1,024.00	12,193	11,527	11,527
1,025.00	13,588	12,891	24,418
1,026.00	15,046	14,317	38,735
1,027.00	16,568	15,807	54,542
1,028.00	18,150	17,359	71,901
1,029.00	19,778	18,964	90,865
1,030.00	21,472	20,625	111,490
1,031.00	23,228	22,350	133,840
1,032.00	25,039	24,134	157,973
1,033.00	26,892	25,966	183,939
1,034.00	28,812	27,852	211,791

Device	Routing	Invert	Outlet Devices
#1	Primary	1,021.00'	42.0" Round CMP_Round 42" L= 111.2' RCP, rounded edge headwall, Ke= 0.100 Inlet / Outlet Invert= 1,021.00' / 1,020.40' S= 0.0054 '/' Cc= 0.900 n= 0.025 Corrugated metal, Flow Area= 9.62 sf
#2	Device 1	1,023.00'	6.0" W x 2.0" H Vert. WQCV X 6 rows with 4.0" cc spacing C= 0.600 Limited to weir flow at low heads
#3	Primary	1,026.00'	12.0" W x 6.0" H Vert. Orifice/Grate X 4.00 C= 0.600 Limited to weir flow at low heads
#4	Device 1	1,027.00'	ADS Beehive - 30
#5	Secondary	1,032.90'	40.0' long Sharp-Crested Rectangular Weir 2 End Contraction(s)

Primary OutFlow Max=42.36 cfs @ 12.85 hrs HW=1,031.30' (Free Discharge)

1=CMP_Round 42" (Passes 20.73 cfs of 111.74 cfs potential flow)

2=WQCV (Orifice Controls 6.53 cfs @ 13.07 fps)

4=ADS Beehive - 30 (Custom Controls 14.20 cfs)

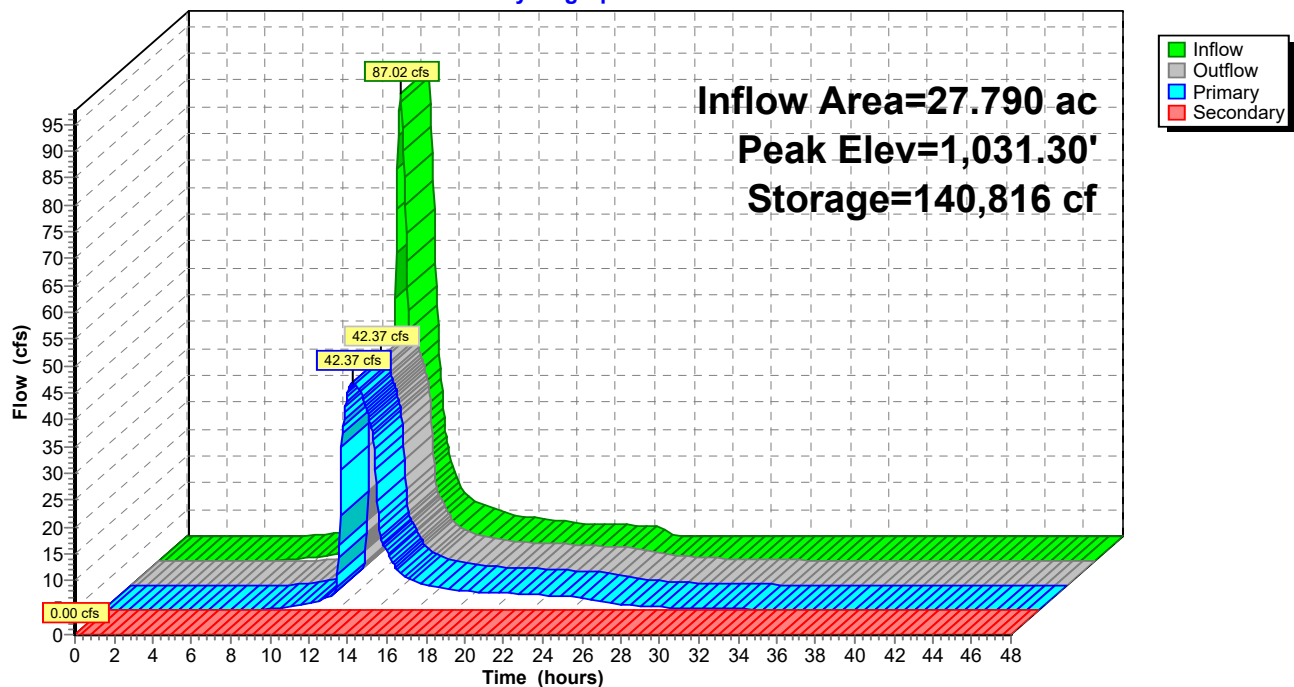
3=Orifice/Grate (Orifice Controls 21.63 cfs @ 10.81 fps)

Secondary OutFlow Max=0.00 cfs @ 0.00 hrs HW=1,023.00' (Free Discharge)

5=Sharp-Crested Rectangular Weir (Controls 0.00 cfs)

Pond BMP-1: POND A1

Hydrograph



Summary for Pond BMP-2: POND A2

Inflow Area = 65.470 ac, 3.90% Impervious, Inflow Depth = 4.62" for 100-year event
 Inflow = 154.04 cfs @ 12.65 hrs, Volume= 25.202 af
 Outflow = 48.72 cfs @ 13.66 hrs, Volume= 24.738 af, Atten= 68%, Lag= 60.5 min
 Primary = 48.72 cfs @ 13.66 hrs, Volume= 24.738 af
 Routed to Link PR A : PR IMPACT A
 Secondary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af
 Routed to Link PR A : PR IMPACT A

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
 Peak Elev= 1,028.05' @ 13.66 hrs Surf.Area= 97,075 sf Storage= 509,485 cf

Plug-Flow detention time= 274.5 min calculated for 24.717 af (98% of inflow)
 Center-of-Mass det. time= 264.0 min (1,121.5 - 857.5)

Volume	Invert	Avail.Storage	Storage Description
#1	1,022.00'	814,509 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,022.00	69,333	0	0
1,023.00	76,055	72,694	72,694
1,024.00	80,097	78,076	150,770
1,025.00	84,197	82,147	232,917
1,026.00	88,355	86,276	319,193
1,027.00	92,572	90,464	409,657
1,028.00	96,846	94,709	504,366
1,029.00	101,179	99,013	603,378
1,030.00	105,567	103,373	706,751
1,031.00	109,949	107,758	814,509

Device	Routing	Invert	Outlet Devices
#1	Primary	1,021.00'	36.0" Round CMP_Round 36" L= 132.9' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 1,021.00' / 1,020.00' S= 0.0075 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 7.07 sf
#2	Device 1	1,022.00'	14.0" W x 2.0" H Vert. WQCV X 6 rows with 4.0" cc spacing C= 0.600 Limited to weir flow at low heads
#3	Primary	1,024.83'	12.0" W x 8.0" H Vert. Orifice/Grate X 4.00 C= 0.600 Limited to weir flow at low heads
#4	Primary	1,026.00'	ADS Beehive - 30
#5	Secondary	1,029.00'	40.0' long Sharp-Crested Rectangular Weir 2 End Contraction(s)

Primary OutFlow Max=48.72 cfs @ 13.66 hrs HW=1,028.05' (Free Discharge)

1=CMP_Round 36" (Passes 12.71 cfs of 63.31 cfs potential flow)

2=WQCV (Orifice Controls 12.71 cfs @ 10.89 fps)

3=Orifice/Grate (Orifice Controls 21.81 cfs @ 8.18 fps)

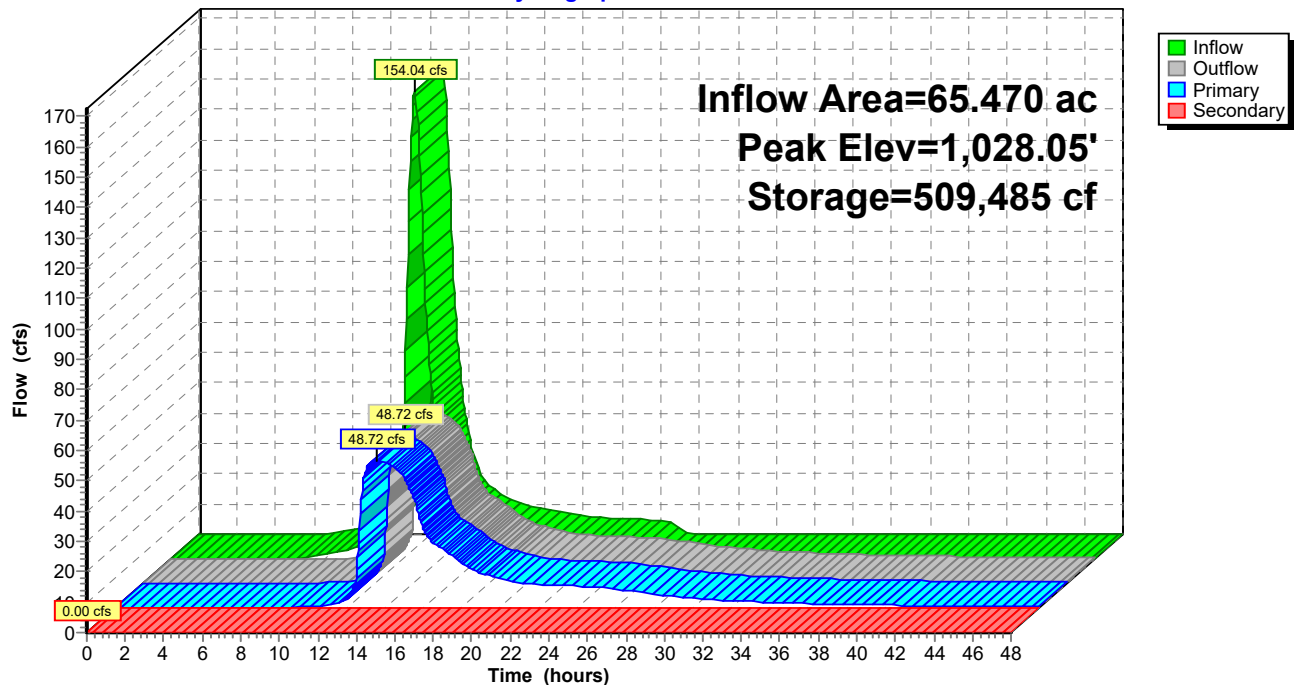
4=ADS Beehive - 30 (Custom Controls 14.20 cfs)

Secondary OutFlow Max=0.00 cfs @ 0.00 hrs HW=1,022.00' (Free Discharge)

5=Sharp-Crested Rectangular Weir (Controls 0.00 cfs)

Pond BMP-2: POND A2

Hydrograph



22-07-21_MultiSport Basin Calculations_A180683

Type II 24-hr 100-year Rainfall=6.80"

Prepared by Olsson

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Summary for Pond BMP-3: POND A3

Inflow Area = 41.170 ac, 2.58% Impervious, Inflow Depth = 4.51" for 100-year event
 Inflow = 151.38 cfs @ 12.27 hrs, Volume= 15.474 af
 Outflow = 44.09 cfs @ 12.83 hrs, Volume= 15.443 af, Atten= 71%, Lag= 33.6 min
 Primary = 44.09 cfs @ 12.83 hrs, Volume= 15.443 af
 Routed to Link PR A : PR IMPACT A
 Secondary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af
 Routed to Link PR A : PR IMPACT A

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
 Peak Elev= 1,027.13' @ 12.83 hrs Surf.Area= 51,109 sf Storage= 275,487 cf

Plug-Flow detention time= 143.0 min calculated for 15.443 af (100% of inflow)
 Center-of-Mass det. time= 141.7 min (972.6 - 830.9)

Volume	Invert	Avail.Storage	Storage Description
#1	1,019.00'	448,748 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,019.00	21,071	0	0
1,020.00	22,786	21,929	21,929
1,021.00	24,553	23,670	45,598
1,022.00	27,704	26,129	71,727
1,023.00	32,510	30,107	101,834
1,024.00	37,485	34,998	136,831
1,025.00	41,789	39,637	176,468
1,026.00	46,126	43,958	220,426
1,027.00	50,519	48,323	268,748
1,028.00	54,968	52,744	321,492
1,029.00	59,473	57,221	378,712
1,030.00	80,599	70,036	448,748

Device	Routing	Invert	Outlet Devices
#1	Primary	1,018.98'	30.0" Round CMP_Round 30" L= 284.9' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 1,018.98' / 1,017.56' S= 0.0050 '/ Cc= 0.900 n= 0.011 Concrete pipe, straight & clean, Flow Area= 4.91 sf
#2	Device 1	1,019.00'	8.0" W x 2.0" H Vert. WQCV X 6 rows with 4.0" cc spacing C= 0.600 Limited to weir flow at low heads
#3	Device 1	1,022.00'	12.0" W x 6.0" H Vert. Orifice/Grate X 4.00 C= 0.600 Limited to weir flow at low heads
#4	Device 1	1,023.00'	ADS Beehive - 30
#5	Secondary	1,028.00'	40.0' long Sharp-Crested Rectangular Weir 2 End Contraction(s)

Primary OutFlow Max=44.09 cfs @ 12.83 hrs HW=1,027.13' (Free Discharge)

1=CMP_Round 30" (Passes 44.09 cfs of 49.02 cfs potential flow)

2=WQCV (Orifice Controls 8.62 cfs @ 12.92 fps)

3=Orifice/Grate (Orifice Controls 21.27 cfs @ 10.64 fps)

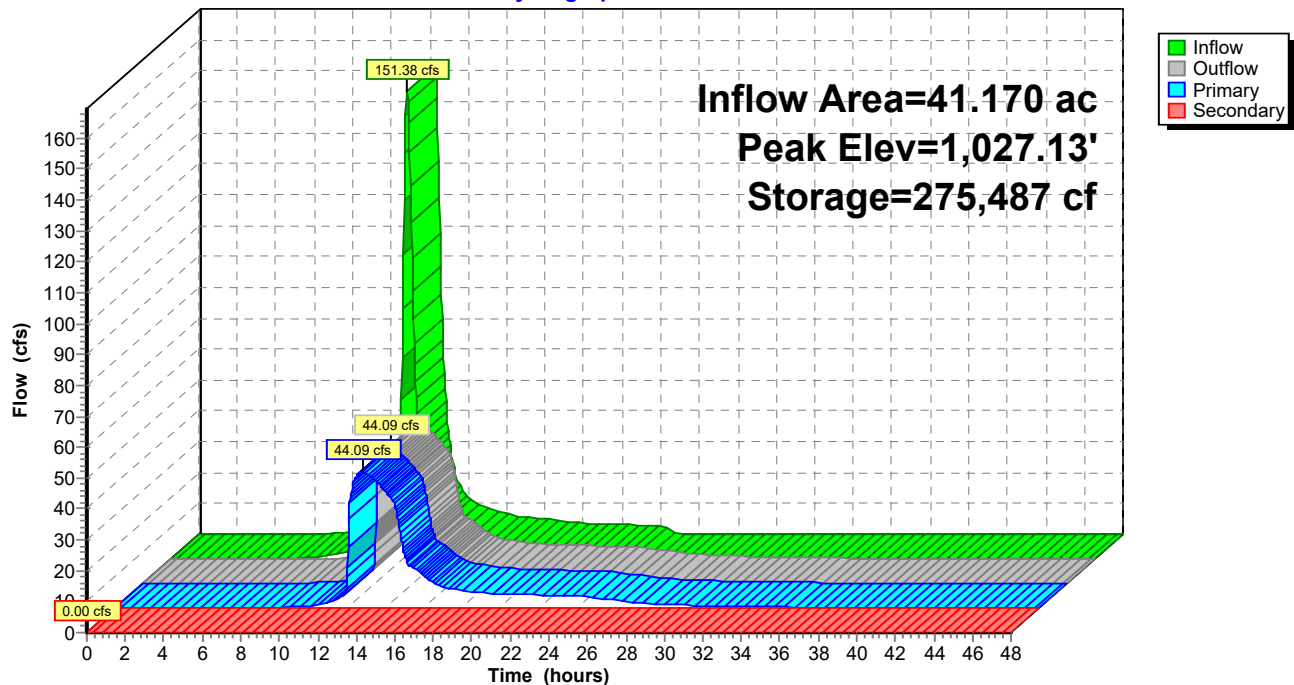
4=ADS Beehive - 30 (Custom Controls 14.20 cfs)

Secondary OutFlow Max=0.00 cfs @ 0.00 hrs HW=1,019.00' (Free Discharge)

5=Sharp-Crested Rectangular Weir (Controls 0.00 cfs)

Pond BMP-3: POND A3

Hydrograph



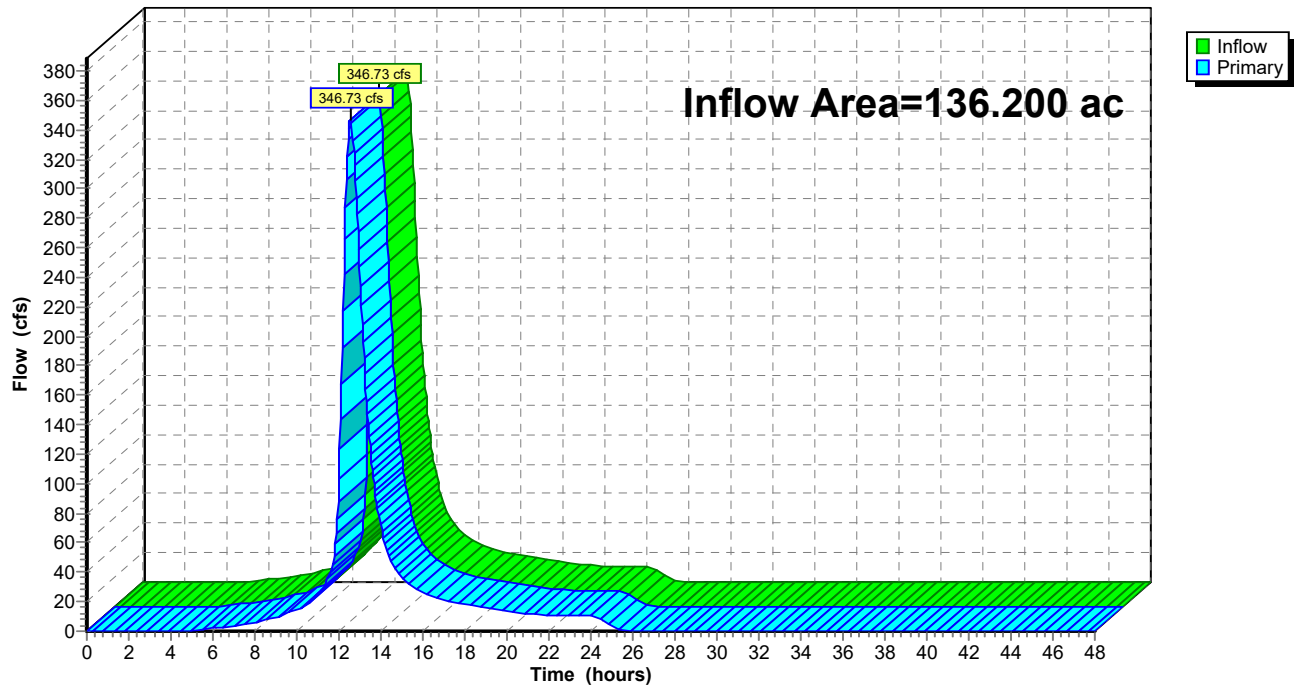
Summary for Link EX A: EX IMPACT A

Inflow Area = 136.200 ac, 0.00% Impervious, Inflow Depth = 5.17" for 100-year event
Inflow = 346.73 cfs @ 12.55 hrs, Volume= 58.720 af
Primary = 346.73 cfs @ 12.55 hrs, Volume= 58.720 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs

Link EX A: EX IMPACT A

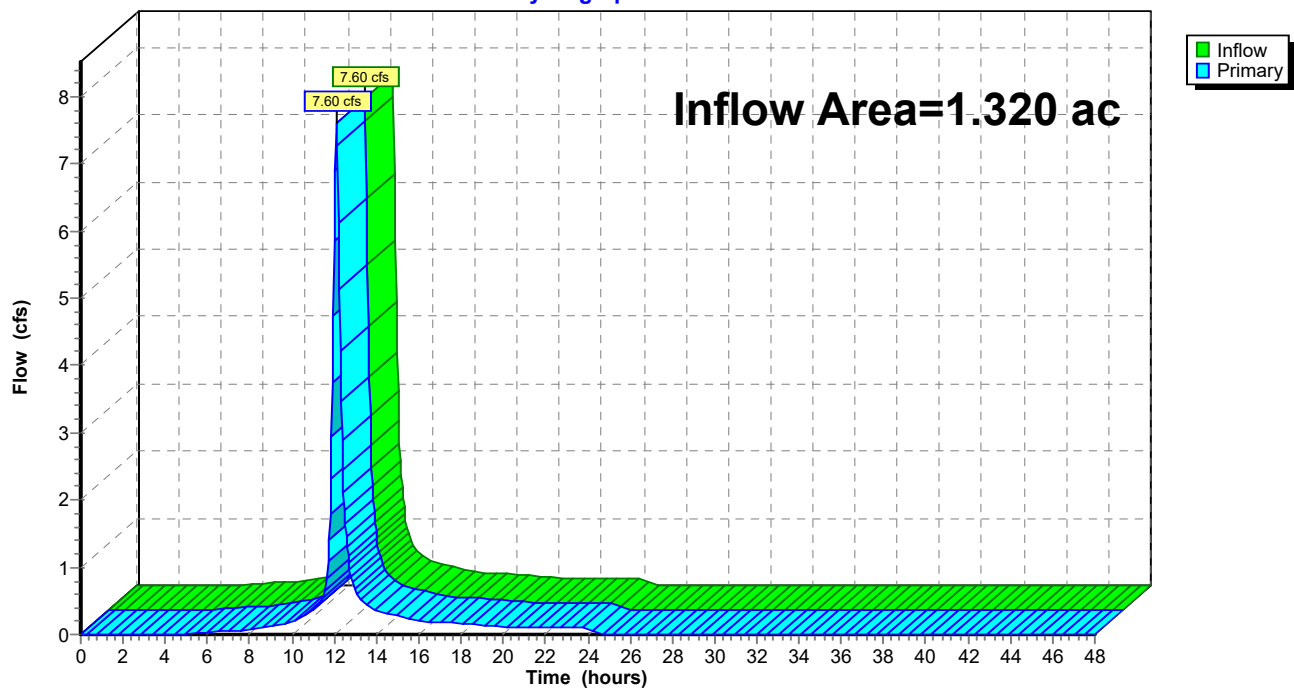
Hydrograph



Summary for Link EX A1: EX IMPACT A1

Inflow Area = 1.320 ac, 0.00% Impervious, Inflow Depth = 5.17" for 100-year event
Inflow = 7.60 cfs @ 12.10 hrs, Volume= 0.569 af
Primary = 7.60 cfs @ 12.10 hrs, Volume= 0.569 af, Atten= 0%, Lag= 0.0 min
Routed to Link EX A : EX IMPACT A

Primary outflow = Inflow, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs

Link EX A1: EX IMPACT A1**Hydrograph**

Summary for Subcatchment EX-A1.1: EX-A1.1

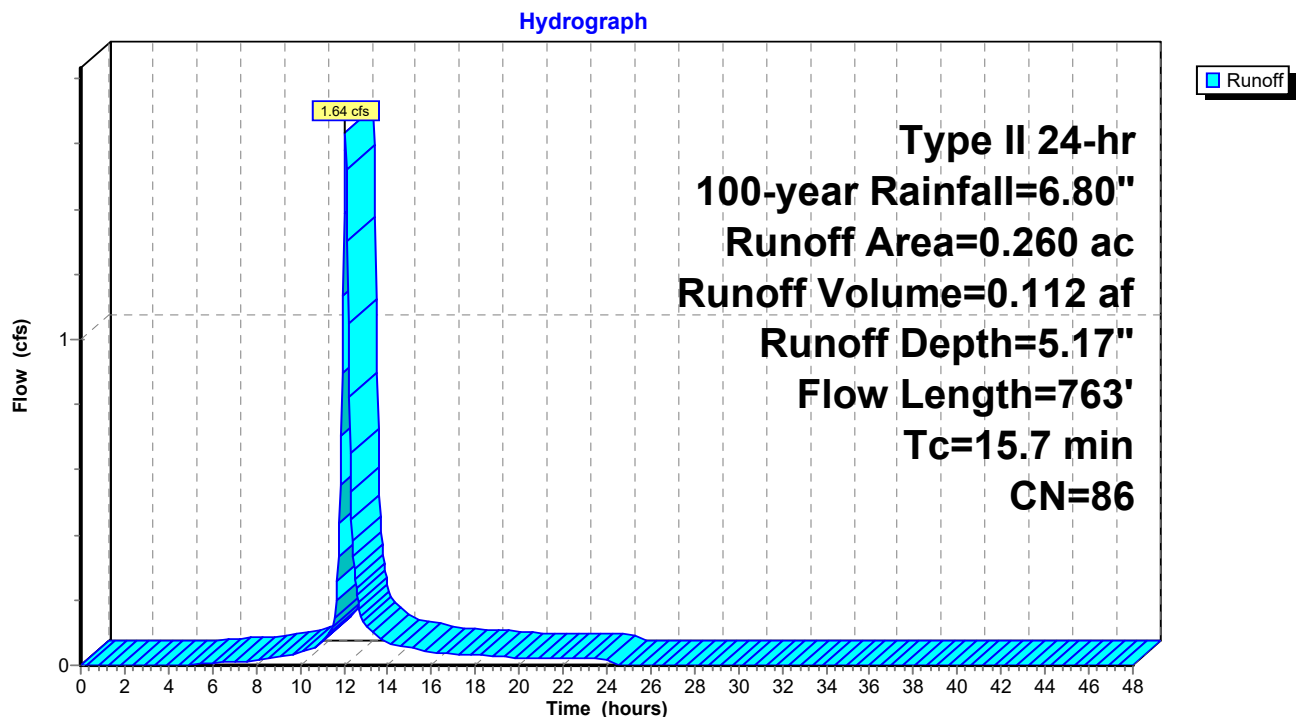
Runoff = 1.64 cfs @ 12.07 hrs, Volume= 0.112 af, Depth= 5.17"
Routed to Link EX A1 : EX IMPACT A1

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
Type II 24-hr 100-year Rainfall=6.80"

Area (ac)	CN	Description
0.260	86	<50% Grass cover, Poor, HSG C
0.260		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.0	56	0.0039	0.08		Sheet Flow, Sheet Flow Grass: Short n= 0.150 P2= 3.10"
3.2	198	0.0072	1.03		Sheet Flow, Sheet Flow Smooth surfaces n= 0.011 P2= 3.10"
0.5	509	0.0085	16.73	840.89	Pipe Channel, Pipe 96.0" Round Area= 50.3 sf Perim= 25.1' r= 2.00' n= 0.013 Concrete pipe, bends & connections
15.7	763	Total			

Subcatchment EX-A1.1: EX-A1.1



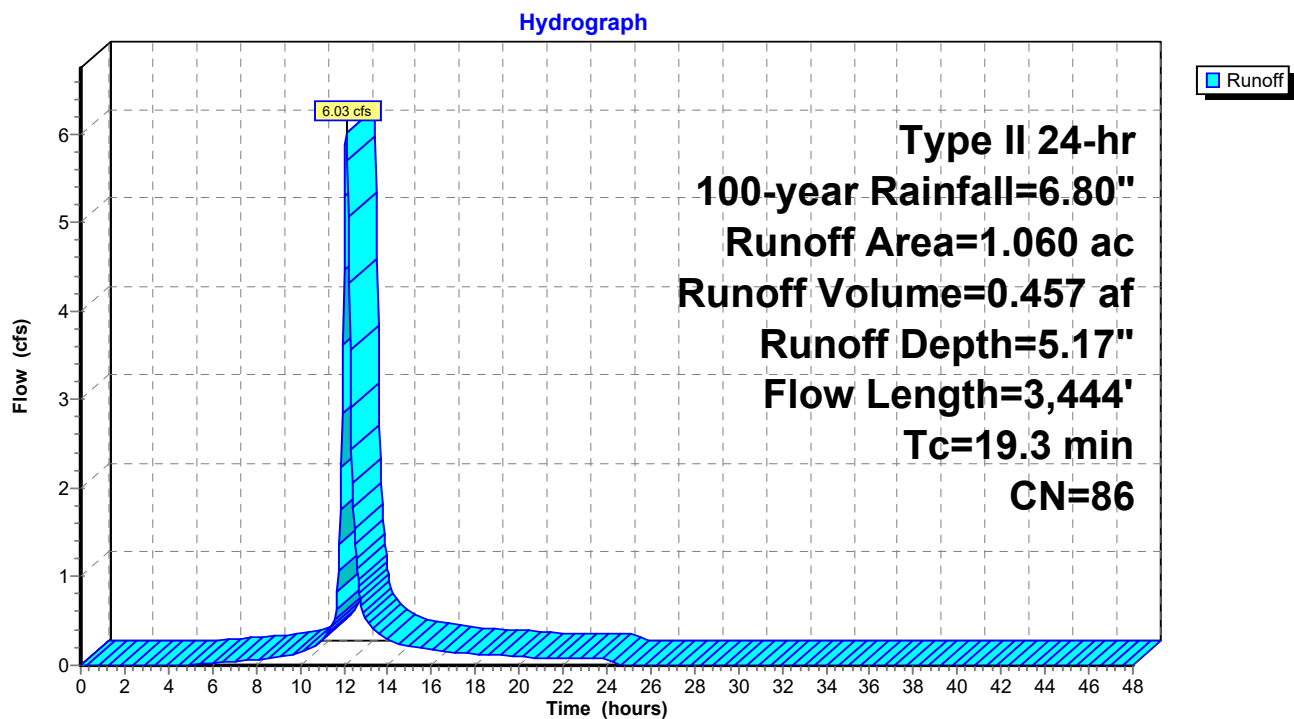
Summary for Subcatchment EX-A1.2: EX-A1.2

Runoff = 6.03 cfs @ 12.11 hrs, Volume= 0.457 af, Depth= 5.17"
 Routed to Link EX A1 : EX IMPACT A1

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
 Type II 24-hr 100-year Rainfall=6.80"

Area (ac)	CN	Description			
1.060	86	<50% Grass cover, Poor, HSG C			
1.060		100.00% Pervious Area			
Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.6	300	0.0696	0.34		Sheet Flow, Sheet Flow Grass: Short n= 0.150 P2= 3.10"
0.6	79	0.0487	2.21		Shallow Concentrated Flow, Shallow Concentrated Flow Nearly Bare & Untilled Kv= 10.0 fps
0.6	85	0.0121	2.23		Shallow Concentrated Flow, Shallow Concentrated Flow Paved Kv= 20.3 fps
0.9	574	0.0113	11.12	106.95	Pipe Channel, Eastport Pipe 1 42.0" Round Area= 9.6 sf Perim= 11.0' r= 0.88' n= 0.013 Concrete pipe, bends & connections
0.5	337	0.0106	11.77	147.89	Pipe Channel, Eastport Pipe 2 48.0" Round Area= 12.6 sf Perim= 12.6' r= 1.00' n= 0.013 Concrete pipe, bends & connections
0.4	333	0.0117	14.35	281.71	Pipe Channel, Eastport Pipe 3 60.0" Round Area= 19.6 sf Perim= 15.7' r= 1.25' n= 0.013 Concrete pipe, bends & connections
0.1	60	0.0117	14.35	281.71	Pipe Channel, Eastport Pipe 4 60.0" Round Area= 19.6 sf Perim= 15.7' r= 1.25' n= 0.013 Concrete pipe, bends & connections
0.4	348	0.0117	14.35	281.71	Pipe Channel, Eastport Pipe 5 60.0" Round Area= 19.6 sf Perim= 15.7' r= 1.25' n= 0.013 Concrete pipe, bends & connections
0.3	353	0.0138	17.60	497.51	Pipe Channel, Eastport Pipe 6 72.0" Round Area= 28.3 sf Perim= 18.8' r= 1.50' n= 0.013 Concrete pipe, bends & connections
0.1	71	0.0113	16.80	557.31	Pipe Channel, Eastport Pipe 7 78.0" Round Area= 33.2 sf Perim= 20.4' r= 1.63' n= 0.013 Concrete pipe, bends & connections
0.0	33	0.0170	21.64	832.94	Pipe Channel, Eastport Pipe 8 84.0" Round Area= 38.5 sf Perim= 22.0' r= 1.75' n= 0.013 Concrete pipe, bends & connections
0.3	362	0.0120	19.04	841.16	Pipe Channel, Eastport Pipe 9 90.0" Round Area= 44.2 sf Perim= 23.6' r= 1.87' n= 0.013 Concrete pipe, bends & connections
0.5	509	0.0085	16.73	840.89	Pipe Channel, Eastport Pipe 10 96.0" Round Area= 50.3 sf Perim= 25.1' r= 2.00' n= 0.013 Concrete pipe, bends & connections
19.3	3,444	Total			

Subcatchment EX-A1.2: EX-A1.2



Summary for Subcatchment EX-A2: EX-A2

Runoff = 233.73 cfs @ 12.71 hrs, Volume= 40.406 af, Depth= 5.17"
Routed to Link EX A : EX IMPACT A

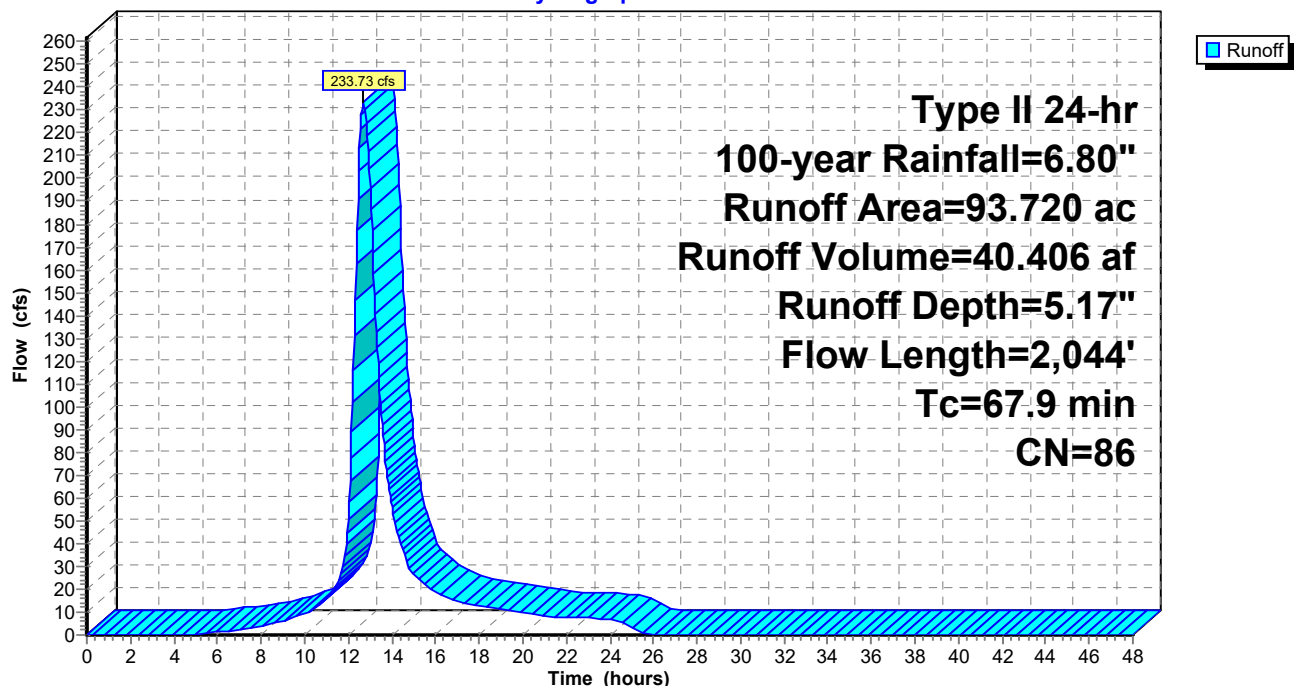
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
Type II 24-hr 100-year Rainfall=6.80"

Area (ac)	CN	Description
93.720	86	<50% Grass cover, Poor, HSG C
93.720		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
8.6	300	0.0420	0.58		Sheet Flow, Sheet Flow Cultivated: Residue<=20% n= 0.060 P2= 3.10"
59.3	1,744	0.0024	0.49		Shallow Concentrated Flow, Shallow Concentrated Flow Nearly Bare & Untilled Kv= 10.0 fps
67.9	2,044	Total			

Subcatchment EX-A2: EX-A2

Hydrograph



Summary for Subcatchment EX-A3: EX-A3

Runoff = 142.00 cfs @ 12.39 hrs, Volume= 17.745 af, Depth= 5.17"
Routed to Link EX A : EX IMPACT A

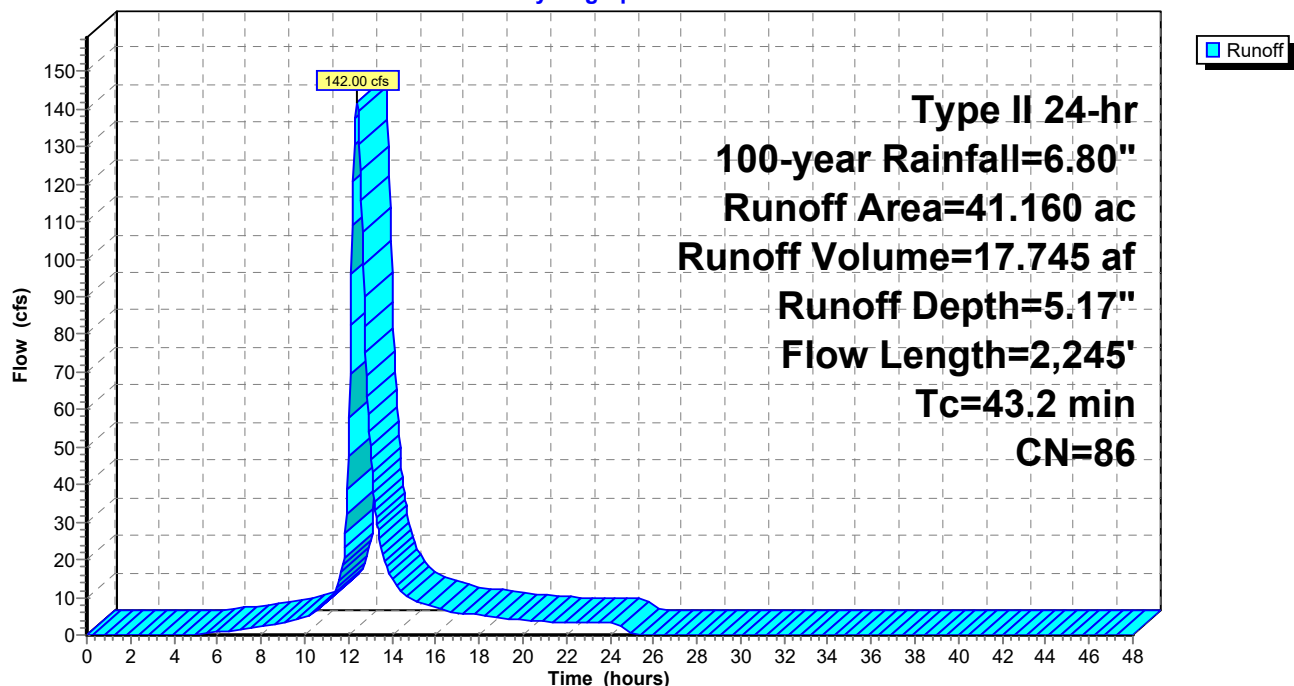
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
Type II 24-hr 100-year Rainfall=6.80"

Area (ac)	CN	Description
41.160	86	<50% Grass cover, Poor, HSG C
41.160		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.3	300	0.0900	0.79		Sheet Flow, Sheet Flow
					Cultivated: Residue<=20% n= 0.060 P2= 3.10"
36.9	1,945	0.0077	0.88		Shallow Concentrated Flow, Shallow Concentrated Flow
					Nearly Bare & Untilled Kv= 10.0 fps
43.2	2,245	Total			

Subcatchment EX-A3: EX-A3

Hydrograph



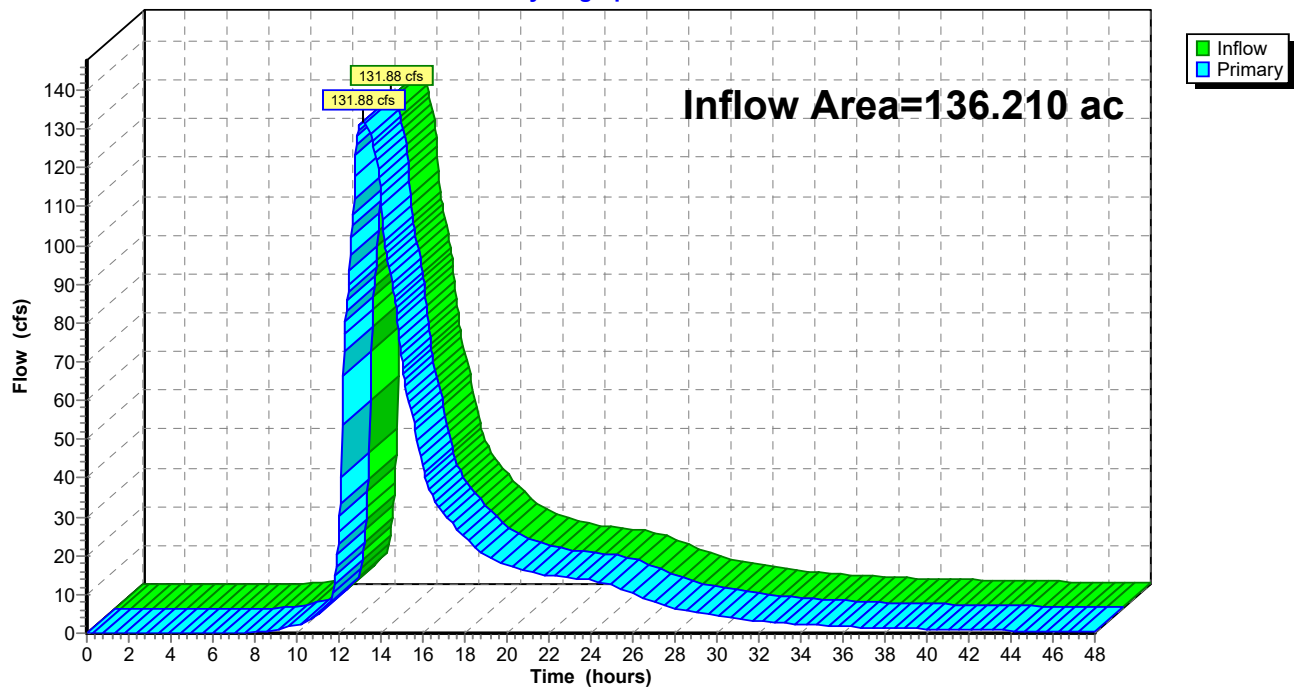
Summary for Link PR A: PR IMPACT A

Inflow Area = 136.210 ac, 3.60% Impervious, Inflow Depth > 4.54" for 100-year event
Inflow = 131.88 cfs @ 13.13 hrs, Volume= 51.564 af
Primary = 131.88 cfs @ 13.13 hrs, Volume= 51.564 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs

Link PR A: PR IMPACT A

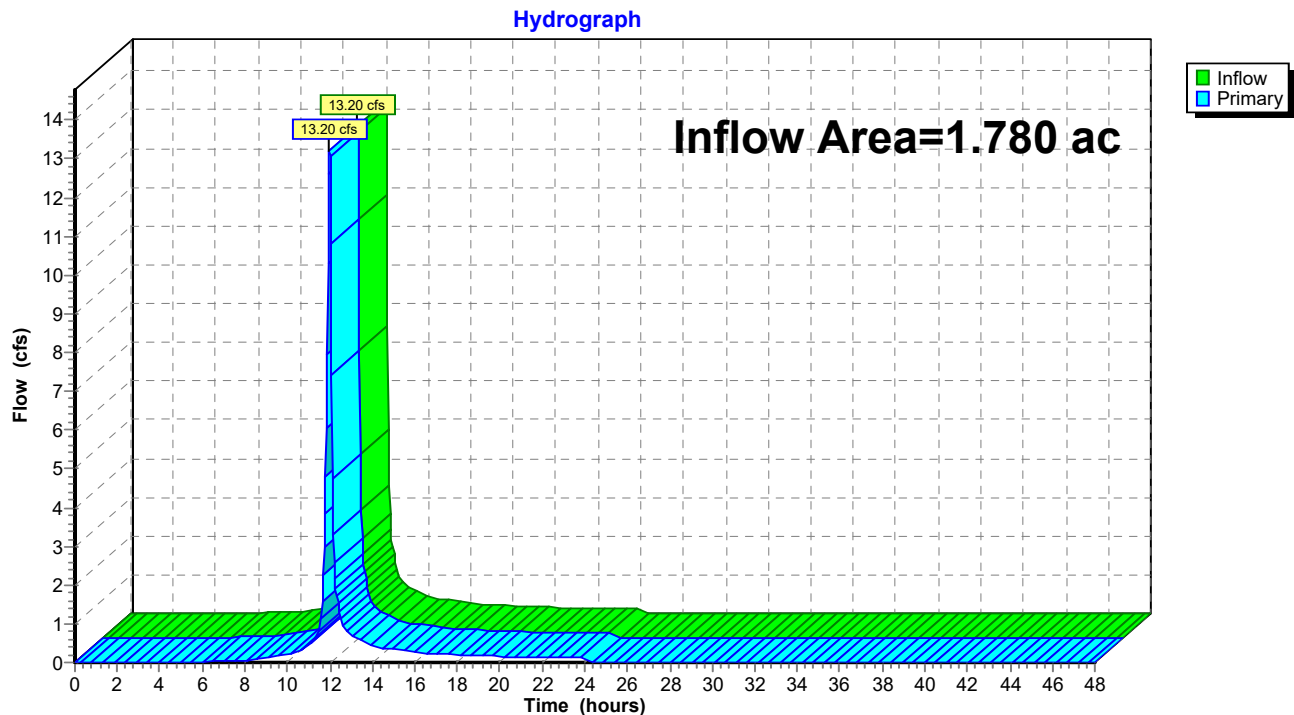
Hydrograph



Summary for Link PR A1: PR IMPACT A1

Inflow Area = 1.780 ac, 12.87% Impervious, Inflow Depth = 4.65" for 100-year event
Inflow = 13.20 cfs @ 11.99 hrs, Volume= 0.690 af
Primary = 13.20 cfs @ 11.99 hrs, Volume= 0.690 af, Atten= 0%, Lag= 0.0 min
Routed to Link PR A : PR IMPACT A

Primary outflow = Inflow, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs

Link PR A1: PR IMPACT A1

Summary for Subcatchment PR-A1.1: PR-A1.1

Runoff = 2.72 cfs @ 12.01 hrs, Volume= 0.150 af, Depth= 4.40"
Routed to Link PR A1 : PR IMPACT A1

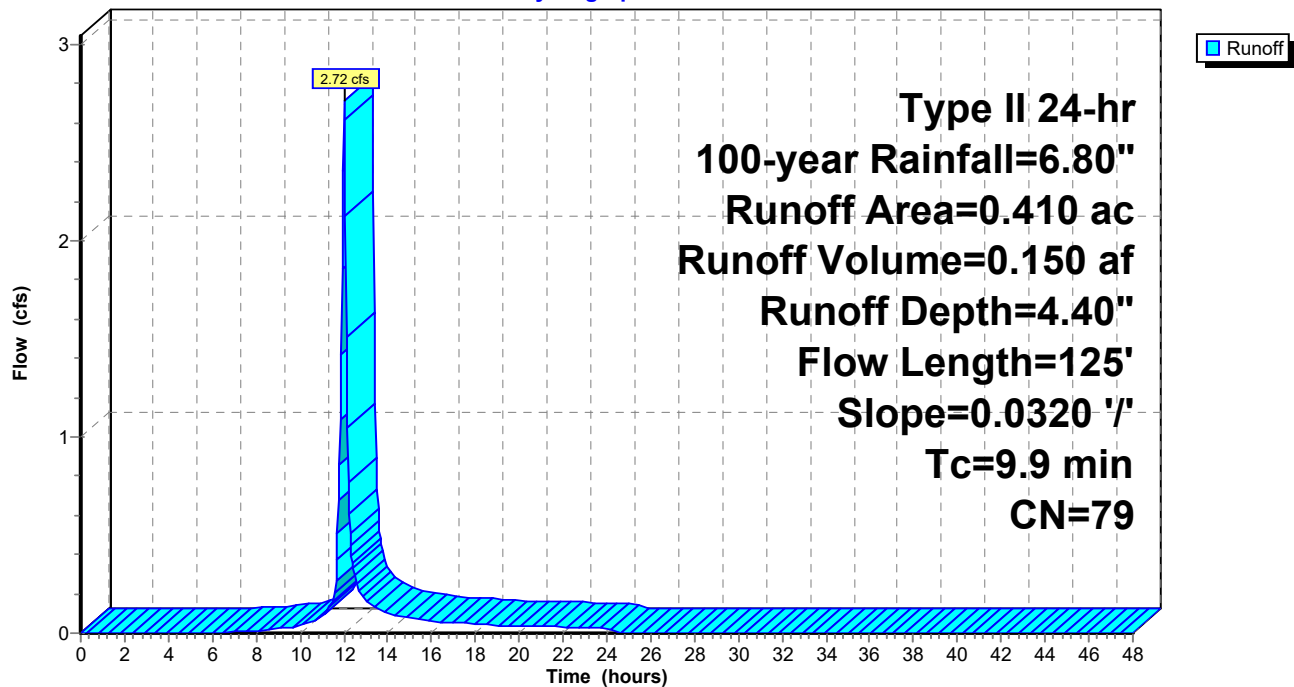
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
Type II 24-hr 100-year Rainfall=6.80"

Area (ac)	CN	Description
0.410	79	50-75% Grass cover, Fair, HSG C
0.410		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.9	125	0.0320	0.21		Sheet Flow, Sheet Flow
Grass: Short n= 0.150 P2= 3.10"					

Subcatchment PR-A1.1: PR-A1.1

Hydrograph



Summary for Subcatchment PR-A1.2: PR-A1.2

Runoff = 10.58 cfs @ 11.98 hrs, Volume= 0.540 af, Depth= 4.73"
 Routed to Link PR A1 : PR IMPACT A1

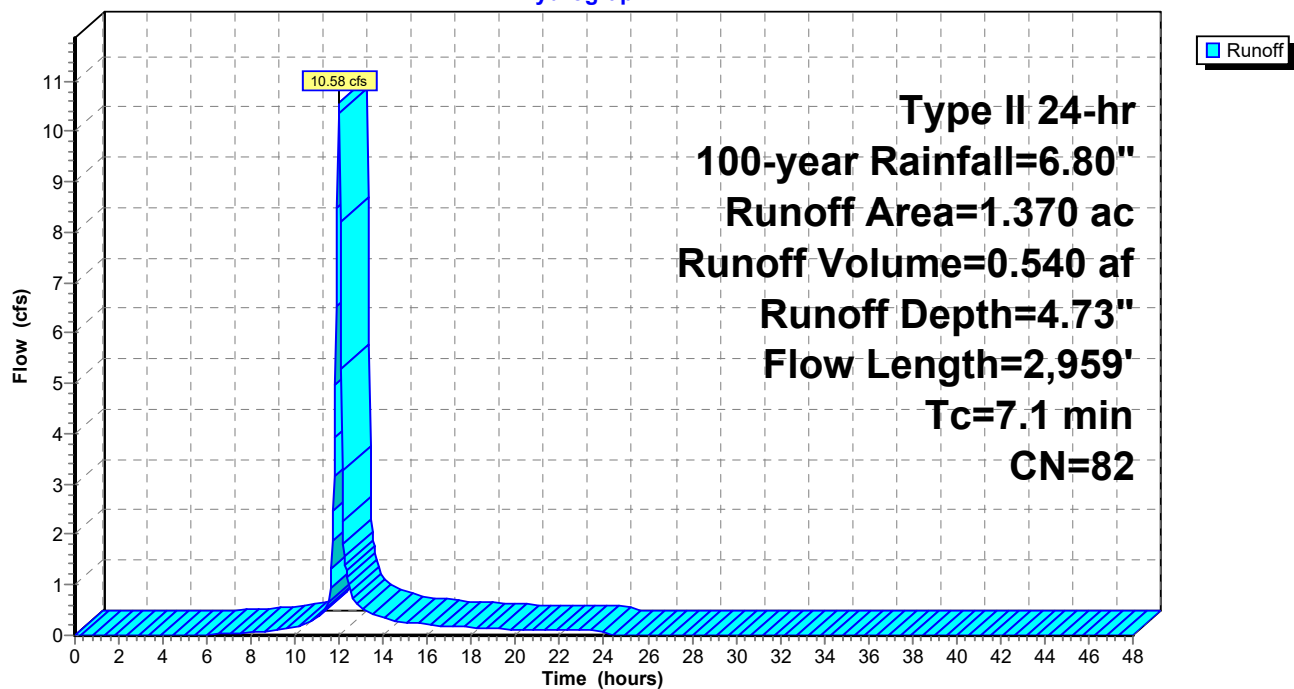
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
 Type II 24-hr 100-year Rainfall=6.80"

Area (ac)	CN	Description
0.229	98	Paved parking, HSG C
1.141	79	50-75% Grass cover, Fair, HSG C
1.370	82	Weighted Average
1.141		83.28% Pervious Area
0.229		16.72% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.0	300	0.0200	1.69		Sheet Flow, Sheet Flow Smooth surfaces n= 0.011 P2= 3.10"
1.5	252	0.0198	2.86		Shallow Concentrated Flow, Shallow Concentrated Flow Paved Kv= 20.3 fps
0.5	337	0.0106	11.77	147.89	Pipe Channel, Eastport Pipe 1 48.0" Round Area= 12.6 sf Perim= 12.6' r= 1.00' n= 0.013 Concrete pipe, bends & connections
0.9	741	0.0117	14.35	281.71	Pipe Channel, Eastport Pipe 2 60.0" Round Area= 19.6 sf Perim= 15.7' r= 1.25' n= 0.013 Concrete pipe, bends & connections
0.3	353	0.0138	17.60	497.51	Pipe Channel, Eastport Pipe 3 72.0" Round Area= 28.3 sf Perim= 18.8' r= 1.50' n= 0.013 Concrete pipe, bends & connections
0.1	71	0.0113	16.80	557.31	Pipe Channel, Eastport Pipe 4 78.0" Round Area= 33.2 sf Perim= 20.4' r= 1.63' n= 0.013 Concrete pipe, bends & connections
0.0	34	0.0170	21.64	832.94	Pipe Channel, Eastport Pipe 5 84.0" Round Area= 38.5 sf Perim= 22.0' r= 1.75' n= 0.013 Concrete pipe, bends & connections
0.3	362	0.0120	19.04	841.16	Pipe Channel, Eastport Pipe 6 90.0" Round Area= 44.2 sf Perim= 23.6' r= 1.87' n= 0.013 Concrete pipe, bends & connections
0.5	509	0.0085	16.73	840.89	Pipe Channel, Eastport Pipe 7 96.0" Round Area= 50.3 sf Perim= 25.1' r= 2.00' n= 0.013 Concrete pipe, bends & connections
7.1	2,959	Total			

Subcatchment PR-A1.2: PR-A1.2

Hydrograph



22-07-21_MultiSport Basin Calculations_A180683

Type II 24-hr 100-year Rainfall=6.80"

Prepared by Olsson

Printed 8/4/2022

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Summary for Subcatchment PR-A2: PR-A2

Runoff = 87.02 cfs @ 12.40 hrs, Volume= 10.698 af, Depth= 4.62"
 Routed to Pond BMP-1 : POND A1

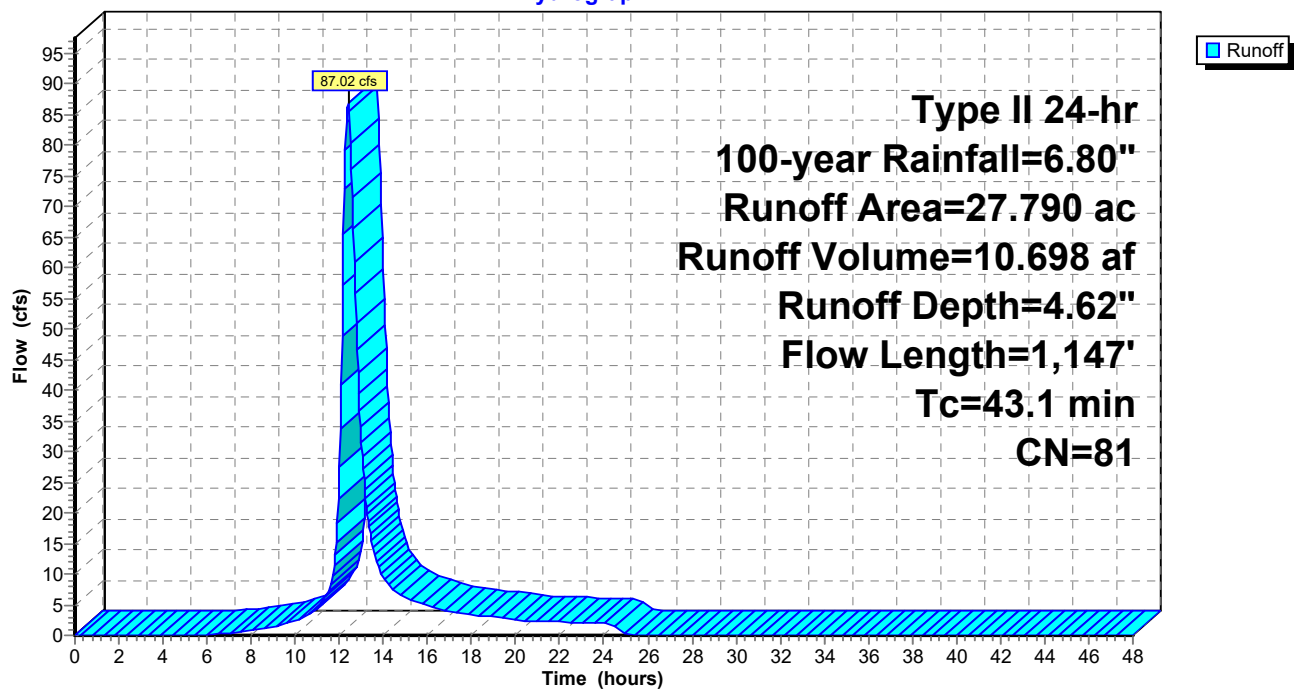
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
 Type II 24-hr 100-year Rainfall=6.80"

Area (ac)	CN	Description
1.056	98	Paved parking, HSG C
23.595	79	50-75% Grass cover, Fair, HSG C
3.139	89	Gravel roads, HSG C
27.790	81	Weighted Average
26.734		96.20% Pervious Area
1.056		3.80% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
28.0	300	0.0136	0.18		Sheet Flow, Sheet Flow Grass: Short n= 0.150 P2= 3.10"
8.4	185	0.0054	0.37		Shallow Concentrated Flow, Gravel Parking Lot Woodland Kv= 5.0 fps
4.5	404	0.0100	1.50		Shallow Concentrated Flow, Ditch 1 Grassed Waterway Kv= 15.0 fps
0.2	49	0.0045	3.83	4.69	Pipe Channel, Pipe 1 15.0" Round Area= 1.2 sf Perim= 3.9' r= 0.31' n= 0.012 Concrete pipe, finished
0.7	54	0.0070	1.25		Shallow Concentrated Flow, Ditch 2 Grassed Waterway Kv= 15.0 fps
0.1	51	0.0108	5.93	7.27	Pipe Channel, Pipe 2 15.0" Round Area= 1.2 sf Perim= 3.9' r= 0.31' n= 0.012 Concrete pipe, finished
1.2	104	0.0096	1.47		Shallow Concentrated Flow, Ditch 3 Grassed Waterway Kv= 15.0 fps
43.1	1,147	Total			

Subcatchment PR-A2: PR-A2

Hydrograph



22-07-21_MultiSport Basin Calculations_A180683

Type II 24-hr 100-year Rainfall=6.80"

Prepared by Olsson

Printed 8/4/2022

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Summary for Subcatchment PR-A3: PR-A3

Runoff = 154.04 cfs @ 12.65 hrs, Volume= 25.202 af, Depth= 4.62"
 Routed to Pond BMP-2 : POND A2

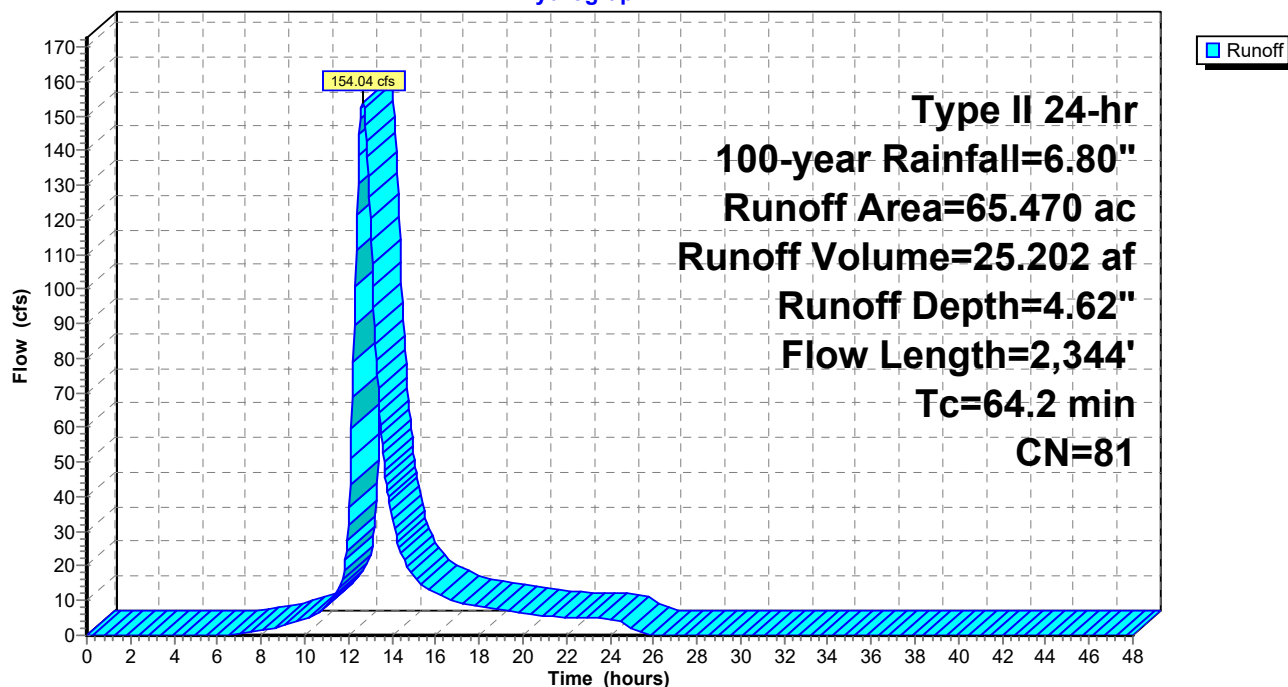
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
 Type II 24-hr 100-year Rainfall=6.80"

Area (ac)	CN	Description
2.555	98	Paved parking, HSG C
5.121	89	Gravel roads, HSG C
57.794	79	50-75% Grass cover, Fair, HSG C
65.470	81	Weighted Average
62.915		96.10% Pervious Area
2.555		3.90% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
13.1	300	0.0912	0.38		Sheet Flow, Sheet Flow Grass: Short n= 0.150 P2= 3.10"
26.9	630	0.0031	0.39		Shallow Concentrated Flow, Shallow Concentrated Flow Short Grass Pasture Kv= 7.0 fps
1.9	193	0.0070	1.70		Shallow Concentrated Flow, Shallow Concentrated Paved Kv= 20.3 fps
0.1	52	0.0050	6.40	31.42	Pipe Channel, Pipe 1 30.0" Round Area= 4.9 sf Perim= 7.9' r= 0.63' n= 0.012 Concrete pipe, finished
5.0	220	0.0024	0.73		Shallow Concentrated Flow, Ditch 1 Grassed Waterway Kv= 15.0 fps
0.1	23	0.0050	5.52	17.33	Pipe Channel, Pipe 2 24.0" Round Area= 3.1 sf Perim= 6.3' r= 0.50' n= 0.012 Concrete pipe, finished
17.1	926	0.0036	0.90		Shallow Concentrated Flow, Ditch 2 Grassed Waterway Kv= 15.0 fps
64.2	2,344	Total			

Subcatchment PR-A3: PR-A3

Hydrograph



Summary for Subcatchment PR-A4: PR-A4

Runoff = 151.38 cfs @ 12.27 hrs, Volume= 15.474 af, Depth= 4.51"
 Routed to Pond BMP-3 : POND A3

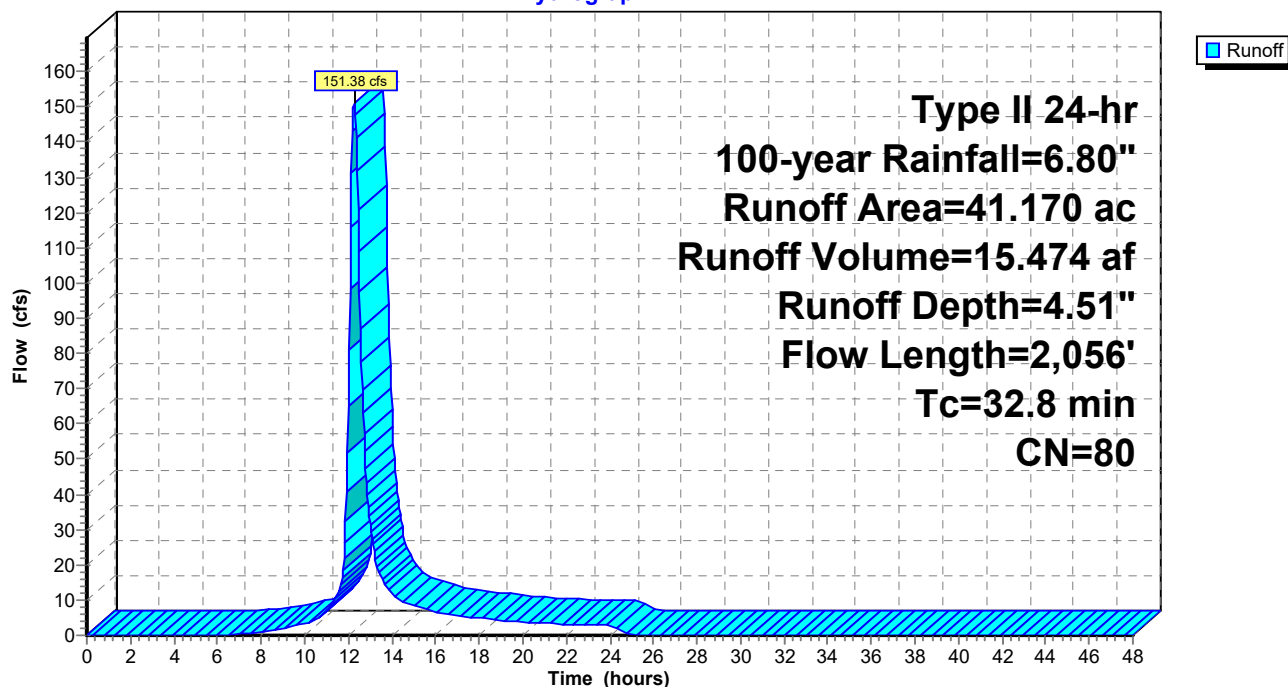
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.04 hrs
 Type II 24-hr 100-year Rainfall=6.80"

Area (ac)	CN	Description
1.064	98	Paved parking, HSG C
3.429	89	Gravel roads, HSG C
36.677	79	50-75% Grass cover, Fair, HSG C
41.170	80	Weighted Average
40.106		97.42% Pervious Area
1.064		2.58% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
20.5	123	0.0050	0.10		Sheet Flow, Sheet Flow Grass: Short n= 0.150 P2= 3.10"
2.5	360	0.0050	2.45	0.85	Pipe Channel, Pipe 1 8.0" Round Area= 0.3 sf Perim= 2.1' r= 0.17' n= 0.013 Corrugated PE, smooth interior
0.9	129	0.0049	2.42	0.85	Pipe Channel, Pipe 2 8.0" Round Area= 0.3 sf Perim= 2.1' r= 0.17' n= 0.013 Corrugated PE, smooth interior
0.2	40	0.0040	2.87	2.25	Pipe Channel, Pipe 3 12.0" Round Area= 0.8 sf Perim= 3.1' r= 0.25' n= 0.013 Corrugated PE, smooth interior
0.6	280	0.0112	7.62	23.94	Pipe Channel, Pipe 4 24.0" Round Area= 3.1 sf Perim= 6.3' r= 0.50' n= 0.013 Concrete pipe, bends & connections
1.0	269	0.0030	4.58	22.47	Pipe Channel, Pipe 5 30.0" Round Area= 4.9 sf Perim= 7.9' r= 0.63' n= 0.013 Concrete pipe, bends & connections
0.9	276	0.0030	5.17	36.53	Pipe Channel, Pipe 6 36.0" Round Area= 7.1 sf Perim= 9.4' r= 0.75' n= 0.013 Concrete pipe, bends & connections
0.8	281	0.0030	5.73	55.11	Pipe Channel, Pipe 7 42.0" Round Area= 9.6 sf Perim= 11.0' r= 0.88' n= 0.013 Concrete pipe, bends & connections
5.2	225	0.0023	0.72		Shallow Concentrated Flow, Ditch 1 Grassed Waterway Kv= 15.0 fps
0.2	73	0.0030	5.73	55.11	Pipe Channel, Pipe 8 42.0" Round Area= 9.6 sf Perim= 11.0' r= 0.88' n= 0.013 Concrete pipe, bends & connections
32.8	2,056	Total			

Subcatchment PR-A4: PR-A4

Hydrograph



APPENDIX C

WATER QUALITY PLATE DESIGN

STAGE-DISCHARGE SIZING OF THE WATER QUALITY CAPTURE VOLUME (WQCV) OUTLET

Basin ID: **Pond A1 : BMP 1**

WQCV Design Volume (Input):

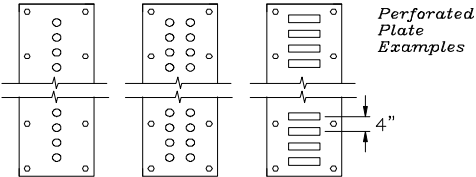
Catchment Imperviousness, I_a = percent
 Catchment Area, A = acres
 Depth at WQCV outlet above lowest perforation, H = inches
 Vertical distance between rows, h = inches
 Number of rows, N_L =
 Orifice discharge coefficient, C_o =

Diameter of holes, D = in.
 Number of holes per row, N = **OR**

Time to Drain the Pond = hours

Water Quality Capture Volume Method Selected (40-Hour Release)

Height of slot, H = in.
 Width of slot, W = in.



Outlet Design Information (Output):

Water Quality Capture Volume ($1.0 * (0.91 * I^3 - 1.19 * I^2 + 0.78 * I)$), WQCV = watershed inches
 Water Quality Capture Volume (WQCV) = acre-feet
Design Volume (WQCV / 12 * Area * 1.2) Vol = acre-feet
 Recommended maximum outlet area per row (based on 4" vertical spacing of rows), A_o = square inches
 Total opening area at each row based on user-input above, A_o = square inches
 Total opening area at each row based on user-input above, A_o = square feet

Calculation of Collection Capacity:

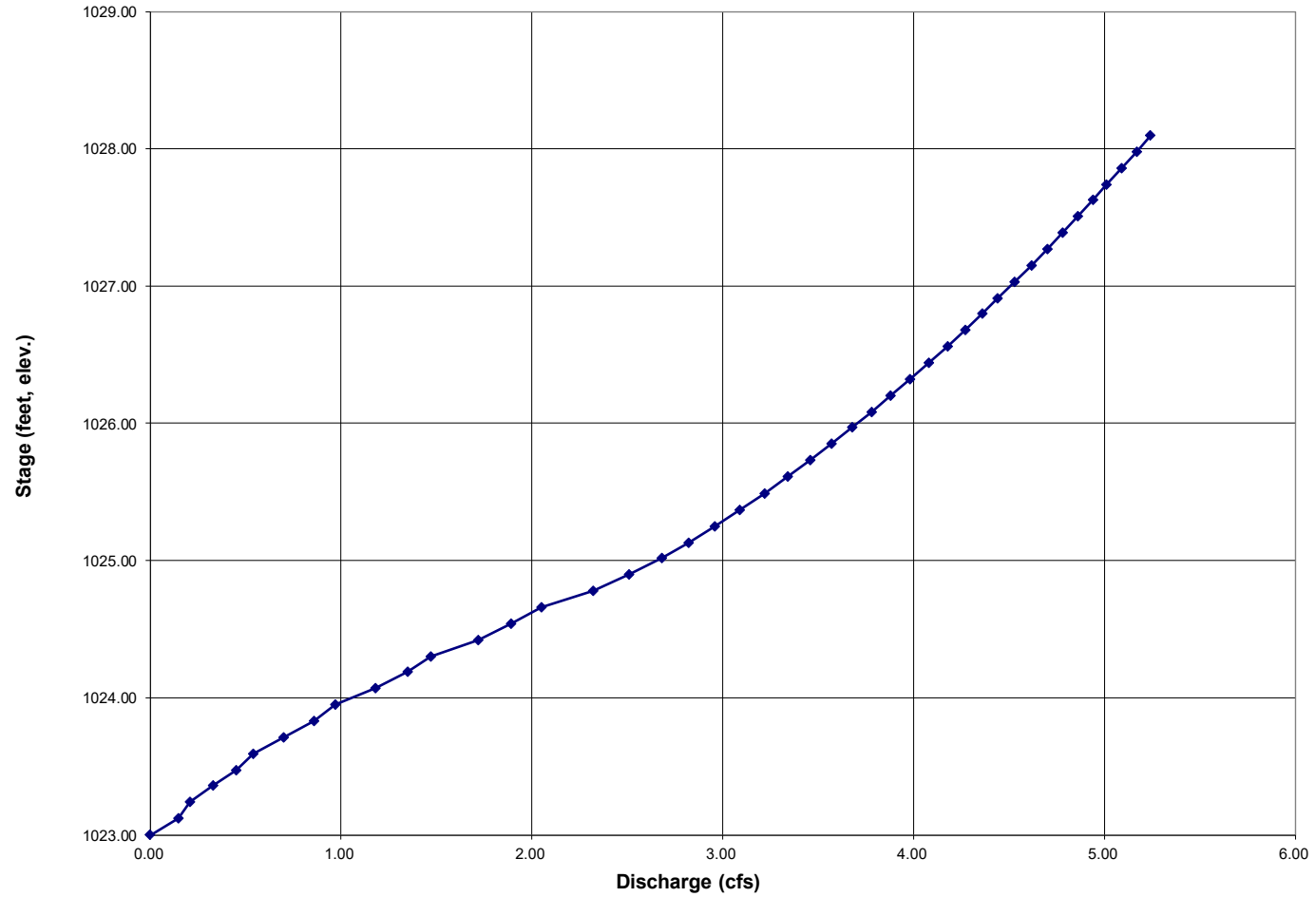
Stage ft (input)	Central Elevations of Rows of Holes in feet																		Σ Flow
	Row 1 1023.00	Row 2 1023.33	Row 3 1023.67	Row 4 1024.00	Row 5 1024.33	Row 6 1024.67	Row 7	Row 8	Row 9	Row 10	Row 11	Row 12	Row 13	Row 14	Row 15	Row 16	Row 17	Row 18	
	Collection Capacity for Each Row of Holes in cfs																		
1023.00	0.000	0.000	0.000	0.000	0.000	0.000													0.00
1023.12	0.147	0.000	0.000	0.000	0.000	0.000													0.15
1023.24	0.208	0.000	0.000	0.000	0.000	0.000													0.21
1023.36	0.254	0.073	0.000	0.000	0.000	0.000													0.33
1023.47	0.291	0.159	0.000	0.000	0.000	0.000													0.45
1023.59	0.326	0.216	0.000	0.000	0.000	0.000													0.54
1023.71	0.357	0.261	0.085	0.000	0.000	0.000													0.70
1023.83	0.386	0.300	0.170	0.000	0.000	0.000													0.86
1023.95	0.413	0.334	0.224	0.000	0.000	0.000													0.97
1024.07	0.439	0.365	0.268	0.112	0.000	0.000													1.18
1024.19	0.463	0.393	0.306	0.185	0.000	0.000													1.35
1024.30	0.483	0.418	0.337	0.232	0.000	0.000													1.47
1024.42	0.505	0.443	0.367	0.275	0.127	0.000													1.72
1024.54	0.526	0.466	0.395	0.312	0.194	0.000													1.89
1024.66	0.546	0.489	0.422	0.344	0.244	0.000													2.05
1024.78	0.566	0.511	0.447	0.374	0.284	0.141													2.32
1024.90	0.584	0.531	0.470	0.402	0.320	0.203													2.51
1025.02	0.603	0.551	0.493	0.428	0.352	0.251													2.68
1025.13	0.619	0.569	0.512	0.451	0.379	0.288													2.82
1025.25	0.636	0.587	0.533	0.474	0.407	0.323													2.96
1025.37	0.653	0.606	0.553	0.496	0.432	0.355													3.09
1025.49	0.669	0.623	0.572	0.518	0.457	0.384													3.22
1025.61	0.685	0.640	0.591	0.538	0.480	0.411													3.34
1025.73	0.701	0.657	0.609	0.558	0.502	0.437													3.46
1025.85	0.716	0.673	0.626	0.577	0.523	0.461													3.57
1025.97	0.731	0.689	0.643	0.595	0.543	0.483													3.68
1026.08	0.744	0.703	0.658	0.611	0.561	0.503													3.78
1026.20	0.758	0.718	0.674	0.629	0.580	0.524													3.88
1026.32	0.773	0.733	0.690	0.646	0.598	0.545													3.98
1026.44	0.786	0.748	0.706	0.662	0.616	0.564													4.08
1026.56	0.800	0.762	0.721	0.678	0.633	0.583													4.18
1026.68	0.813	0.776	0.736	0.694	0.650	0.601													4.27
1026.80	0.826	0.790	0.750	0.709	0.666	0.619													4.36
1026.91	0.838	0.802	0.763	0.723	0.681	0.635													4.44
1027.03	0.851	0.816	0.777	0.738	0.697	0.651													4.53
1027.15	0.864	0.829	0.791	0.752	0.712	0.668													4.62
1027.27	0.876	0.842	0.804	0.767	0.727	0.684													4.70
1027.39	0.888	0.854	0.818	0.781	0.742	0.699													4.78
1027.51	0.900	0.867	0.831	0.794	0.756	0.715													4.86
1027.63	0.912	0.879	0.844	0.808	0.770	0.729													4.94
1027.74	0.923	0.890	0.855	0.820	0.783	0.743													5.01
1027.86	0.935	0.902	0.868	0.833	0.797	0.757													5.09
1027.98	0.946	0.914	0.880	0.846	0.810	0.771													5.17
1028.10	0.957	0.926	0.892	0.859	0.823	0.785													5.24

STAGE-DISCHARGE SIZING OF THE WATER QUALITY CAPTURE VOLUME (WQCV) OUTLET

Project:

Basin ID: **Pond A1 : BMP 1**

STAGE-DISCHARGE CURVE FOR THE WQCV OUTLET STRUCTURE



STAGE-DISCHARGE SIZING OF THE WATER QUALITY CAPTURE VOLUME (WQCV) OUTLET

Basin ID: **Pond A2 : BMP 2**

WQCV Design Volume (Input):

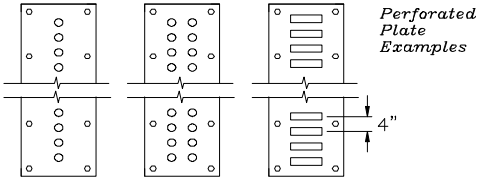
Catchment Imperviousness, I_a = percent
 Catchment Area, A = acres
 Depth at WQCV outlet above lowest perforation, H = inches
 Vertical distance between rows, h = inches
 Number of rows, N_L =
 Orifice discharge coefficient, C_o =

Diameter of holes, D = in.
 Number of holes per row, N =

Time to Drain the Pond = hours

Water Quality Capture Volume Method Selected (40-Hour Release)

Height of slot, H = in.
 Width of slot, W = in.



Outlet Design Information (Output):

Water Quality Capture Volume ($1.0 * (0.91 * I^3 - 1.19 * I^2 + 0.78 * I)$), WQCV = watershed inches
 Water Quality Capture Volume (WQCV) = acre-feet
Design Volume (WQCV / 12 * Area * 1.2) Vol = acre-feet
 Recommended maximum outlet area per row (based on 4" vertical spacing of rows), A_o = square inches
 Total opening area at each row based on user-input above, A_o = square inches
 Total opening area at each row based on user-input above, A_o = square feet

Calculation of Collection Capacity:

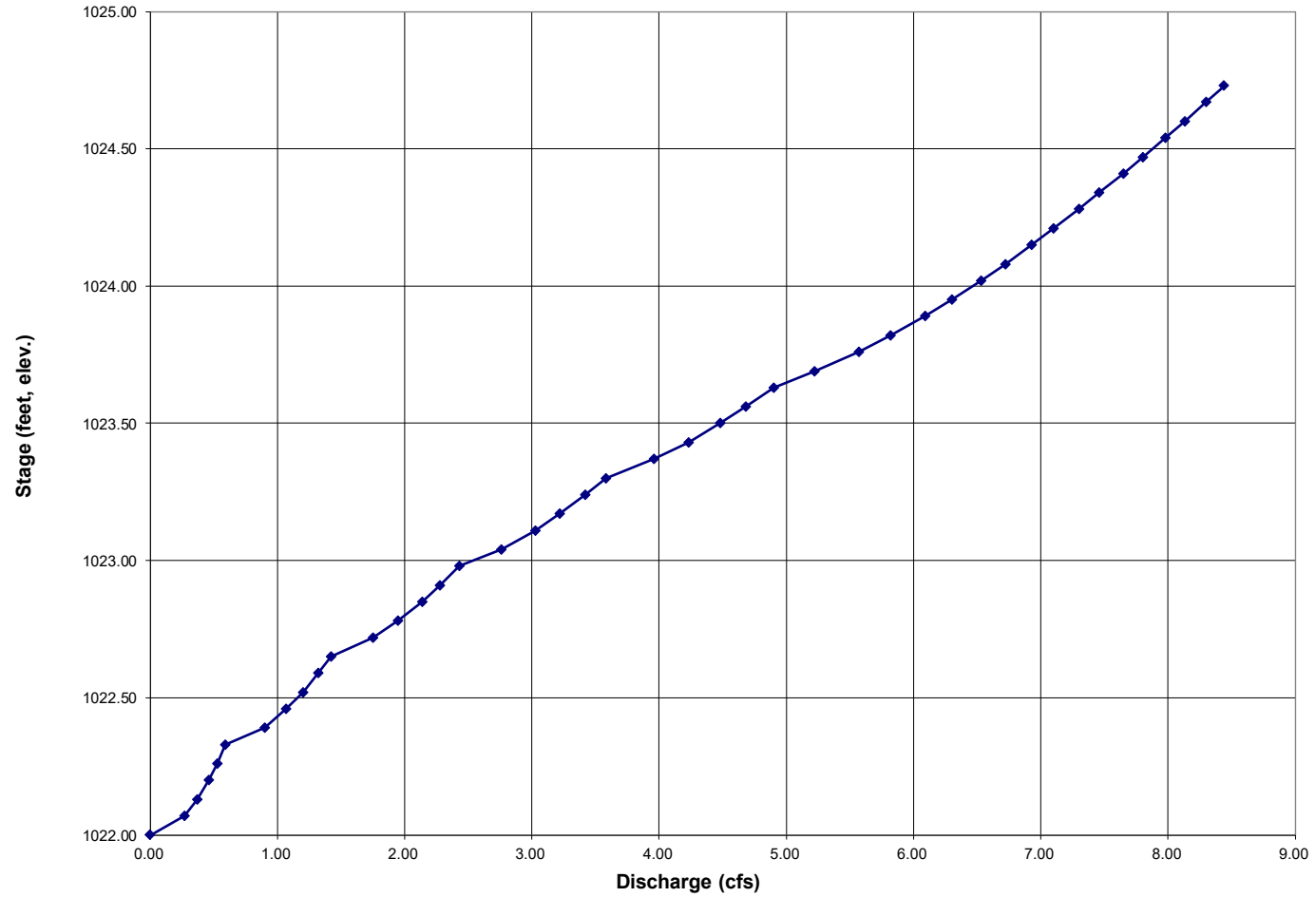
Stage ft (input)	Central Elevations of Rows of Holes in feet																		Σ Flow
	Row 1 1022.00	Row 2 1022.33	Row 3 1022.67	Row 4 1023.00	Row 5 1023.33	Row 6 1023.67	Row 7	Row 8	Row 9	Row 10	Row 11	Row 12	Row 13	Row 14	Row 15	Row 16	Row 17	Row 18	
	Collection Capacity for Each Row of Holes in cfs																		
1022.00	0.000	0.000	0.000	0.000	0.000	0.000													0.00
1022.07	0.273	0.000	0.000	0.000	0.000	0.000													0.27
1022.13	0.373	0.000	0.000	0.000	0.000	0.000													0.37
1022.20	0.462	0.000	0.000	0.000	0.000	0.000													0.46
1022.26	0.527	0.000	0.000	0.000	0.000	0.000													0.53
1022.33	0.594	0.000	0.000	0.000	0.000	0.000													0.59
1022.39	0.645	0.253	0.000	0.000	0.000	0.000													0.90
1022.46	0.701	0.373	0.000	0.000	0.000	0.000													1.07
1022.52	0.745	0.451	0.000	0.000	0.000	0.000													1.20
1022.59	0.794	0.527	0.000	0.000	0.000	0.000													1.32
1022.65	0.833	0.585	0.000	0.000	0.000	0.000													1.42
1022.72	0.877	0.645	0.231	0.000	0.000	0.000													1.75
1022.78	0.913	0.693	0.343	0.000	0.000	0.000													1.95
1022.85	0.953	0.745	0.438	0.000	0.000	0.000													2.14
1022.91	0.986	0.787	0.506	0.000	0.000	0.000													2.28
1022.98	1.023	0.833	0.575	0.000	0.000	0.000													2.43
1023.04	1.054	0.871	0.629	0.207	0.000	0.000													2.76
1023.11	1.089	0.913	0.686	0.343	0.000	0.000													3.03
1023.17	1.118	0.947	0.731	0.426	0.000	0.000													3.22
1023.24	1.151	0.986	0.780	0.506	0.000	0.000													3.42
1023.30	1.178	1.018	0.820	0.566	0.000	0.000													3.58
1023.37	1.210	1.054	0.865	0.629	0.207	0.000													3.96
1023.43	1.236	1.084	0.901	0.678	0.327	0.000													4.23
1023.50	1.266	1.118	0.942	0.731	0.426	0.000													4.48
1023.56	1.291	1.146	0.975	0.773	0.496	0.000													4.68
1023.63	1.320	1.178	1.013	0.820	0.566	0.000													4.90
1023.69	1.344	1.205	1.044	0.859	0.620	0.146													5.22
1023.76	1.371	1.236	1.079	0.901	0.678	0.310													5.57
1023.82	1.394	1.262	1.108	0.936	0.723	0.400													5.82
1023.89	1.421	1.291	1.142	0.975	0.773	0.485													6.09
1023.95	1.443	1.315	1.169	1.007	0.814	0.547													6.30
1024.02	1.469	1.344	1.201	1.044	0.859	0.611													6.53
1024.08	1.491	1.367	1.227	1.074	0.895	0.662													6.72
1024.15	1.515	1.394	1.257	1.108	0.936	0.716													6.93
1024.21	1.536	1.417	1.283	1.137	0.970	0.759													7.10
1024.28	1.561	1.443	1.311	1.169	1.007	0.807													7.30
1024.34	1.581	1.465	1.336	1.196	1.039	0.846													7.46
1024.41	1.604	1.491	1.363	1.227	1.074	0.889													7.65
1024.47	1.624	1.512	1.387	1.253	1.104	0.924													7.80
1024.54	1.647	1.536	1.413	1.283	1.137	0.964													7.98
1024.60	1.667	1.557	1.436	1.307	1.165	0.997													8.13
1024.67	1.689	1.581	1.462	1.336	1.196	1.034													8.30
1024.73	1.708	1.601	1.483	1.359	1.223	1.064													8.44
	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A													#N/A

STAGE-DISCHARGE SIZING OF THE WATER QUALITY CAPTURE VOLUME (WQCV) OUTLET

Project:

Basin ID: **Pond A2 : BMP 2**

STAGE-DISCHARGE CURVE FOR THE WQCV OUTLET STRUCTURE



STAGE-DISCHARGE SIZING OF THE WATER QUALITY CAPTURE VOLUME (WQCV) OUTLET

Basin ID: **Pond A3 : BMP 3**

WQCV Design Volume (Input):

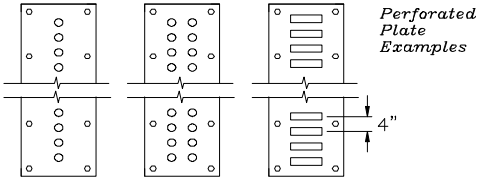
Catchment Imperviousness, I_a = percent
 Catchment Area, A = acres
 Depth at WQCV outlet above lowest perforation, H = inches
 Vertical distance between rows, h = inches
 Number of rows, N_L =
 Orifice discharge coefficient, C_o =

Diameter of holes, D = in.
 Number of holes per row, N = OR

Time to Drain the Pond = hours

Water Quality Capture Volume Method Selected (40-Hour Release)

Height of slot, H = in.
 Width of slot, W = in.



Outlet Design Information (Output):

Water Quality Capture Volume ($1.0 * (0.91 * I_a^3 - 1.19 * I_a^2 + 0.78 * I_a)$), WQCV = watershed inches
 Water Quality Capture Volume (WQCV) = acre-feet
Design Volume (WQCV / 12 * Area * 1.2) Vol = acre-feet
 Recommended maximum outlet area per row (based on 4" vertical spacing of rows), A_o = square inches
 Total opening area at each row based on user-input above, A_o = square inches
 Total opening area at each row based on user-input above, A_o = square feet

Calculation of Collection Capacity:

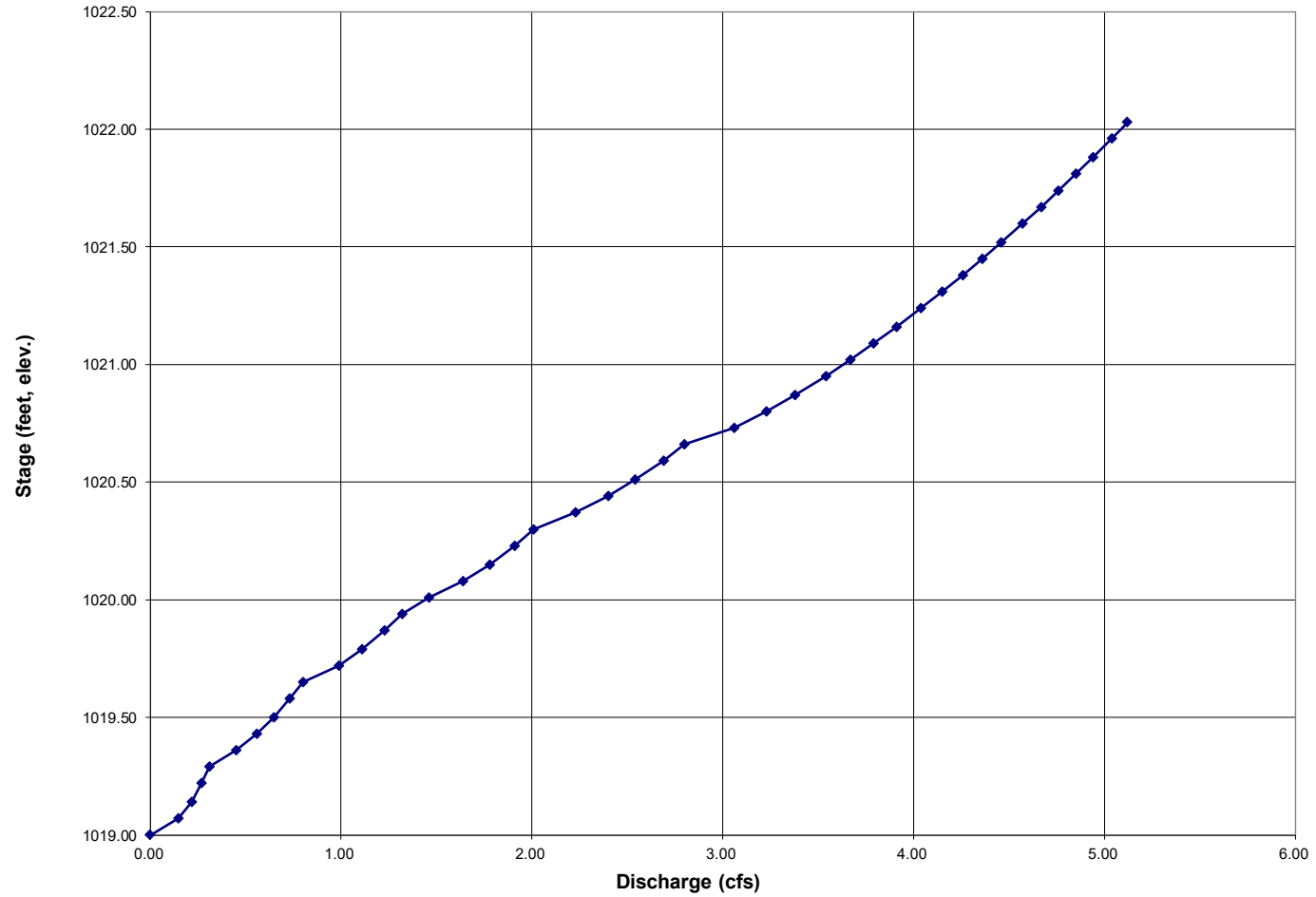
Stage ft (input)	Central Elevations of Rows of Holes in feet																		Σ Flow
	Row 1 1019.00	Row 2 1019.33	Row 3 1019.67	Row 4 1020.00	Row 5 1020.33	Row 6 1020.67	Row 7	Row 8	Row 9	Row 10	Row 11	Row 12	Row 13	Row 14	Row 15	Row 16	Row 17	Row 18	
	Collection Capacity for Each Row of Holes in cfs																		
1019.00	0.000	0.000	0.000	0.000	0.000	0.000													0.00
1019.07	0.154	0.000	0.000	0.000	0.000	0.000													0.15
1019.14	0.217	0.000	0.000	0.000	0.000	0.000													0.22
1019.22	0.273	0.000	0.000	0.000	0.000	0.000													0.27
1019.29	0.313	0.000	0.000	0.000	0.000	0.000													0.31
1019.36	0.349	0.101	0.000	0.000	0.000	0.000													0.45
1019.43	0.381	0.184	0.000	0.000	0.000	0.000													0.56
1019.50	0.411	0.240	0.000	0.000	0.000	0.000													0.65
1019.58	0.443	0.291	0.000	0.000	0.000	0.000													0.73
1019.65	0.469	0.329	0.000	0.000	0.000	0.000													0.80
1019.72	0.493	0.363	0.130	0.000	0.000	0.000													0.99
1019.79	0.517	0.394	0.201	0.000	0.000	0.000													1.11
1019.87	0.542	0.427	0.260	0.000	0.000	0.000													1.23
1019.94	0.564	0.454	0.302	0.000	0.000	0.000													1.32
1020.01	0.584	0.479	0.339	0.058	0.000	0.000													1.46
1020.08	0.604	0.503	0.372	0.164	0.000	0.000													1.64
1020.15	0.623	0.526	0.403	0.225	0.000	0.000													1.78
1020.23	0.645	0.551	0.435	0.279	0.000	0.000													1.91
1020.30	0.663	0.572	0.461	0.318	0.000	0.000													2.01
1020.37	0.680	0.593	0.486	0.354	0.116	0.000													2.23
1020.44	0.697	0.612	0.510	0.386	0.193	0.000													2.40
1020.51	0.714	0.631	0.533	0.415	0.247	0.000													2.54
1020.59	0.733	0.652	0.557	0.446	0.296	0.000													2.69
1020.66	0.749	0.670	0.578	0.472	0.334	0.000													2.80
1020.73	0.764	0.688	0.598	0.497	0.368	0.142													3.06
1020.80	0.780	0.705	0.618	0.520	0.398	0.210													3.23
1020.87	0.795	0.721	0.637	0.542	0.427	0.260													3.38
1020.95	0.812	0.740	0.658	0.566	0.458	0.308													3.54
1021.02	0.826	0.756	0.675	0.587	0.483	0.344													3.67
1021.09	0.840	0.771	0.693	0.607	0.507	0.377													3.79
1021.16	0.854	0.786	0.709	0.626	0.530	0.407													3.91
1021.24	0.870	0.803	0.728	0.647	0.554	0.439													4.04
1021.31	0.883	0.818	0.744	0.665	0.575	0.465													4.15
1021.38	0.897	0.832	0.760	0.683	0.596	0.490													4.26
1021.45	0.910	0.846	0.775	0.700	0.615	0.513													4.36
1021.52	0.923	0.860	0.791	0.717	0.634	0.536													4.46
1021.60	0.937	0.876	0.807	0.735	0.655	0.561													4.57
1021.67	0.950	0.889	0.822	0.751	0.673	0.581													4.67
1021.74	0.962	0.902	0.836	0.767	0.690	0.601													4.76
1021.81	0.974	0.915	0.850	0.782	0.707	0.621													4.85
1021.88	0.986	0.928	0.864	0.797	0.724	0.639													4.94
1021.96	1.000	0.943	0.880	0.814	0.742	0.660													5.04
1022.03	1.012	0.955	0.893	0.828	0.758	0.678													5.12
	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A													#N/A

STAGE-DISCHARGE SIZING OF THE WATER QUALITY CAPTURE VOLUME (WQCV) OUTLET

Project:

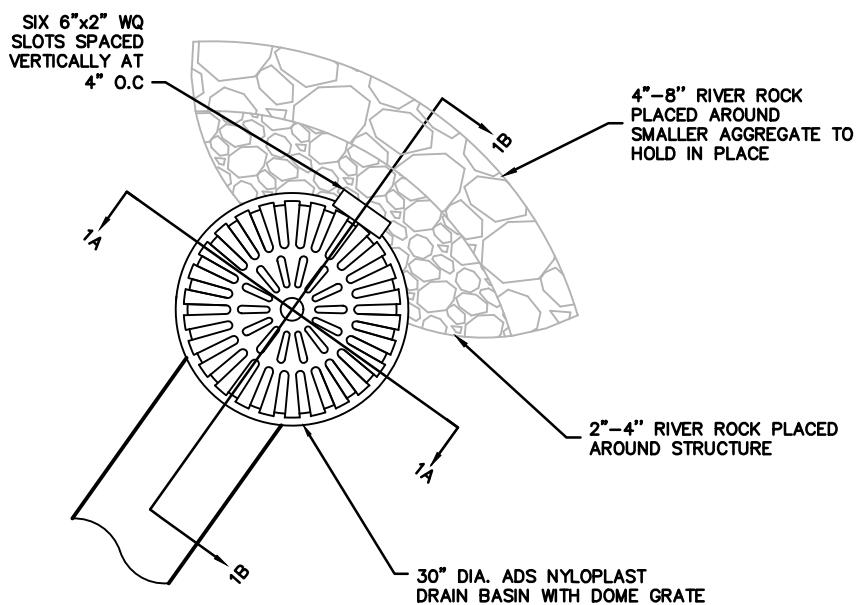
Basin ID: **Pond A3 : BMP 3**

STAGE-DISCHARGE CURVE FOR THE WQCV OUTLET STRUCTURE



APPENDIX D

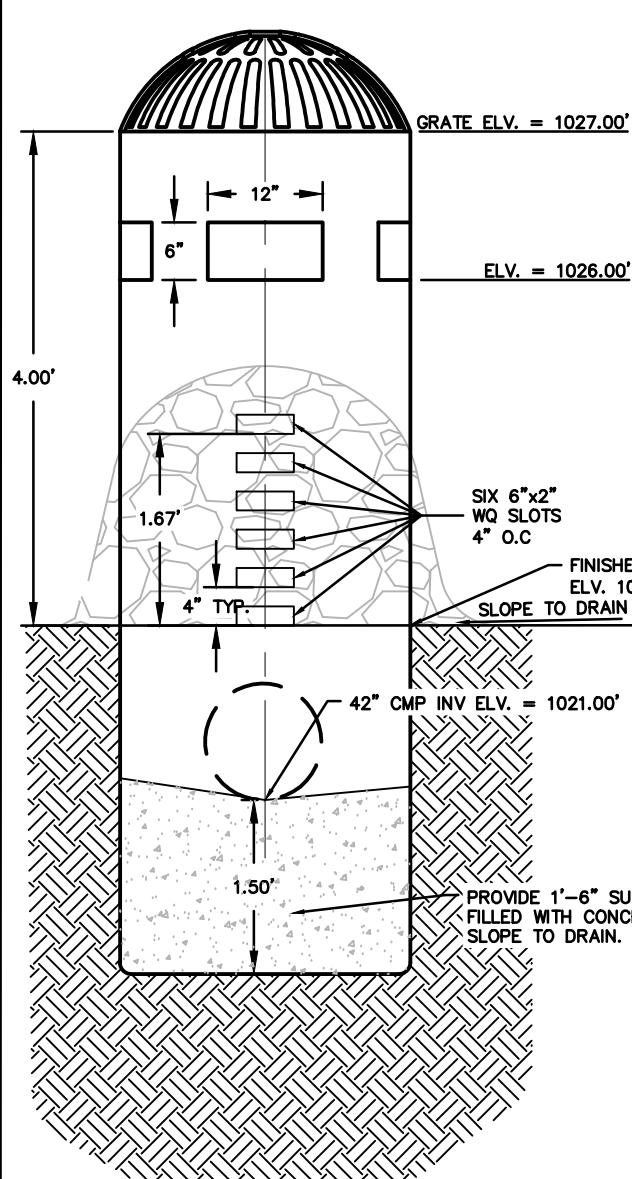
BASIN OUTLET STRUCTURE DESIGN



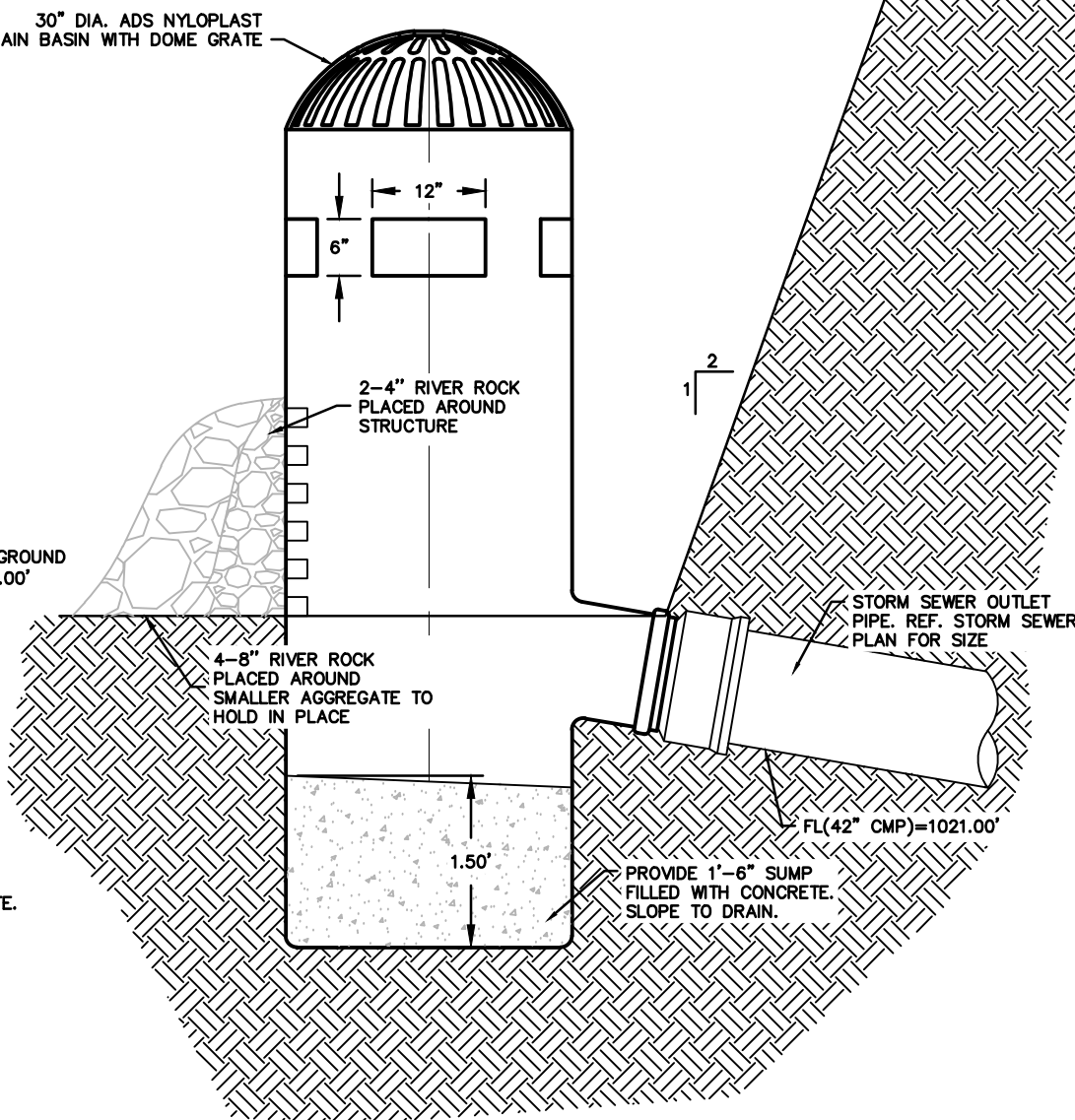
PLAN VIEW

NOTE:
DO NOT PLACE ROCK UNTIL THE UPHILL DRAINAGE AREA IS STABILIZED.

TOP OF EMBANKMENT =1034.00'



SECTION VIEW (SECTION 1A)



ELEVATION VIEW (SECTION 1B)

DETENTION BASIN OUTLET STRUCTURE DETAIL (OS-01)
NOT TO SCALE

PROJECT NO: A18-0683

DRAWN BY: ZMM

DATE: 08/01/2022

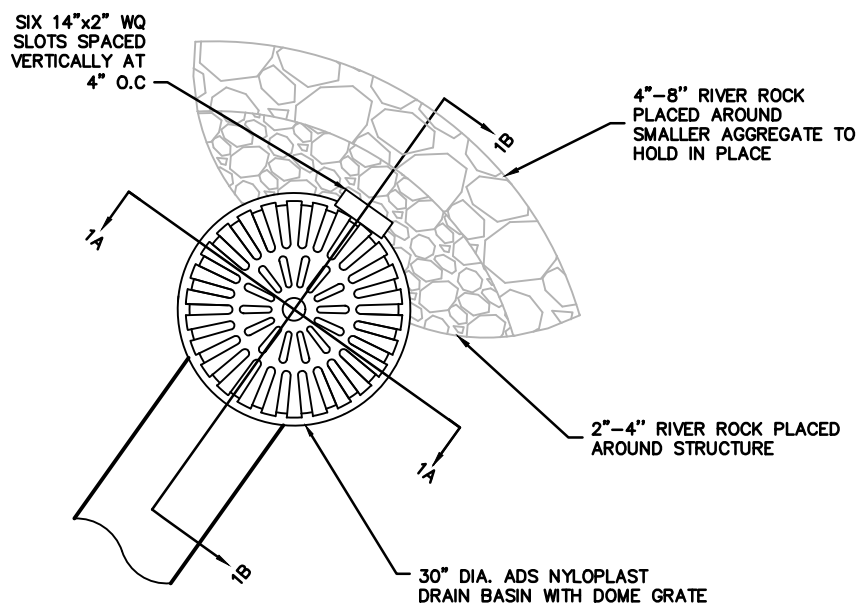
POND A1 : BMP #1 OUTLET STRUCTURE EXHIBIT

olsson

2111 South 67th Street,
Suite 200
Omaha, NE 68106
TEL 402.341.1116

EXHIBIT

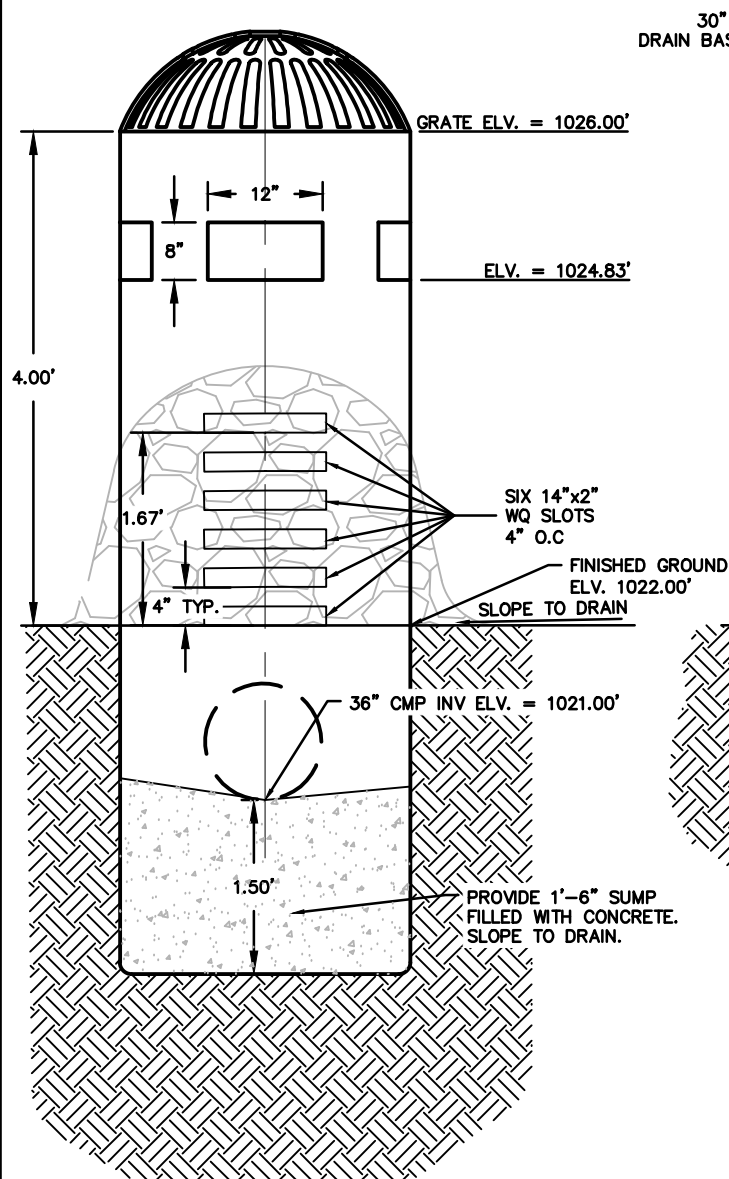
D



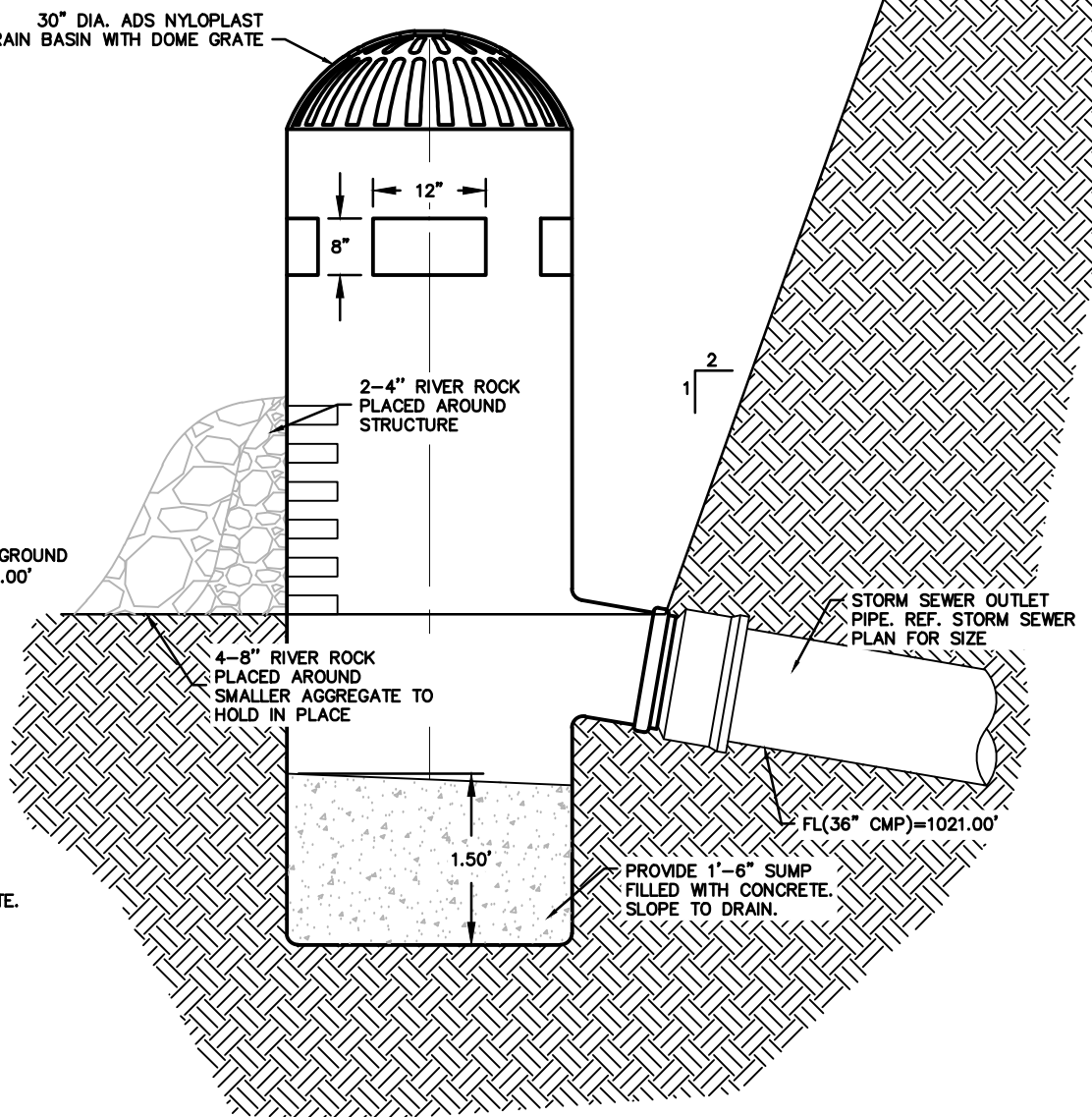
PLAN VIEW

NOTE:
DO NOT PLACE ROCK UNTIL THE UPHILL DRAINAGE AREA IS STABILIZED.

TOP OF EMBANKMENT =1031.00'



SECTION VIEW (SECTION 1A)



ELEVATION VIEW (SECTION 1B)

DETENTION BASIN OUTLET STRUCTURE DETAIL (OS-01)
NOT TO SCALE

PROJECT NO: A18-0683

DRAWN BY: ZMM

DATE: 08/01/2022

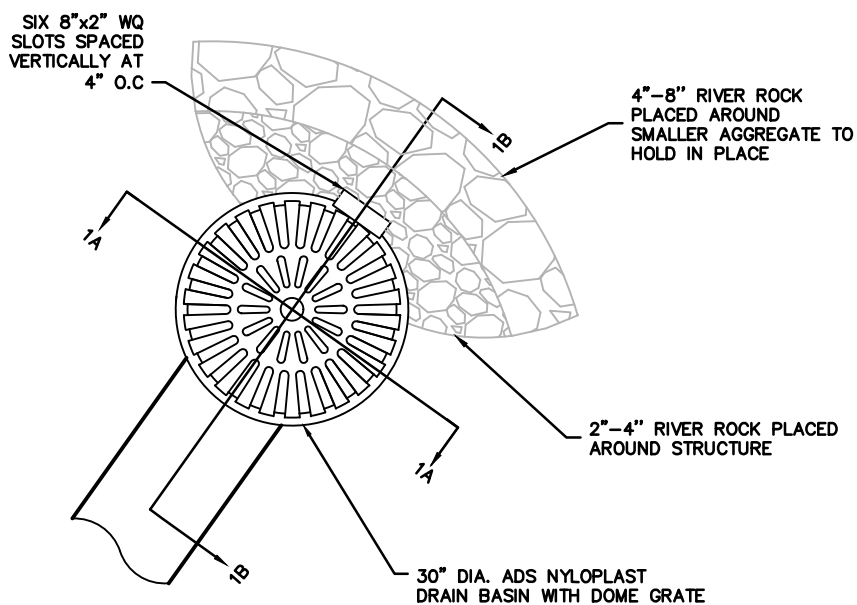
POND A2 : BMP #2 OUTLET STRUCTURE EXHIBIT

olsson

2111 South 67th Street,
Suite 200
Omaha, NE 68106
TEL 402.341.1116

EXHIBIT

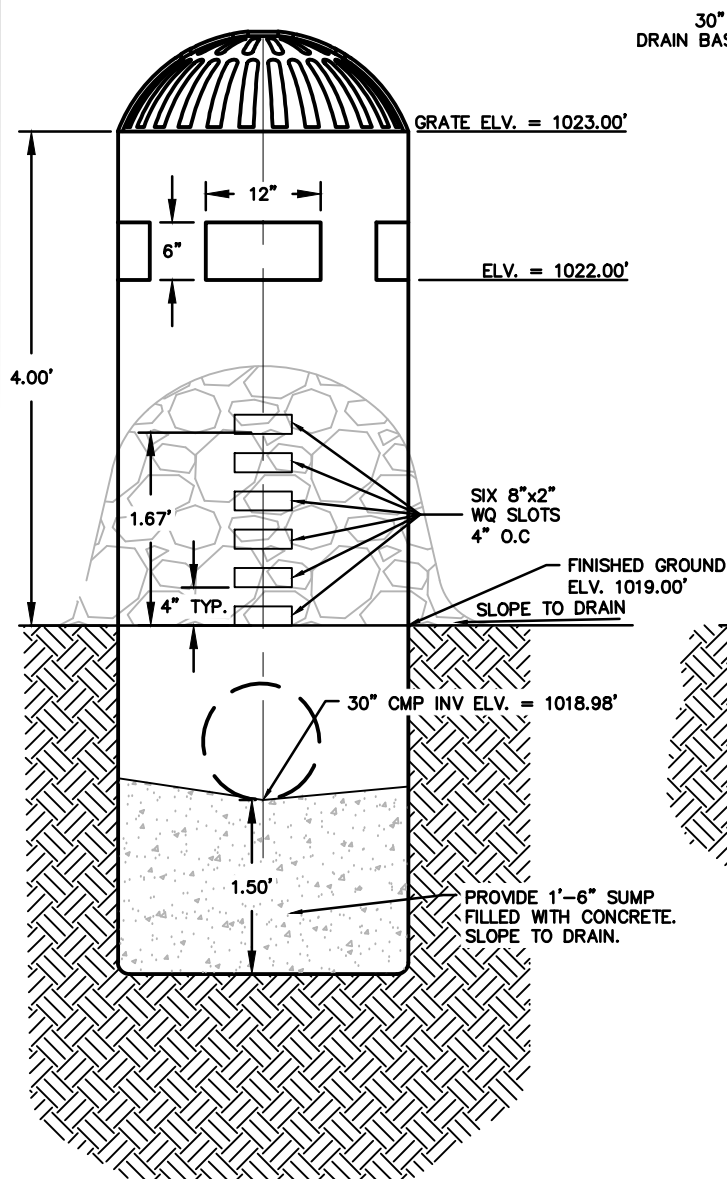
D



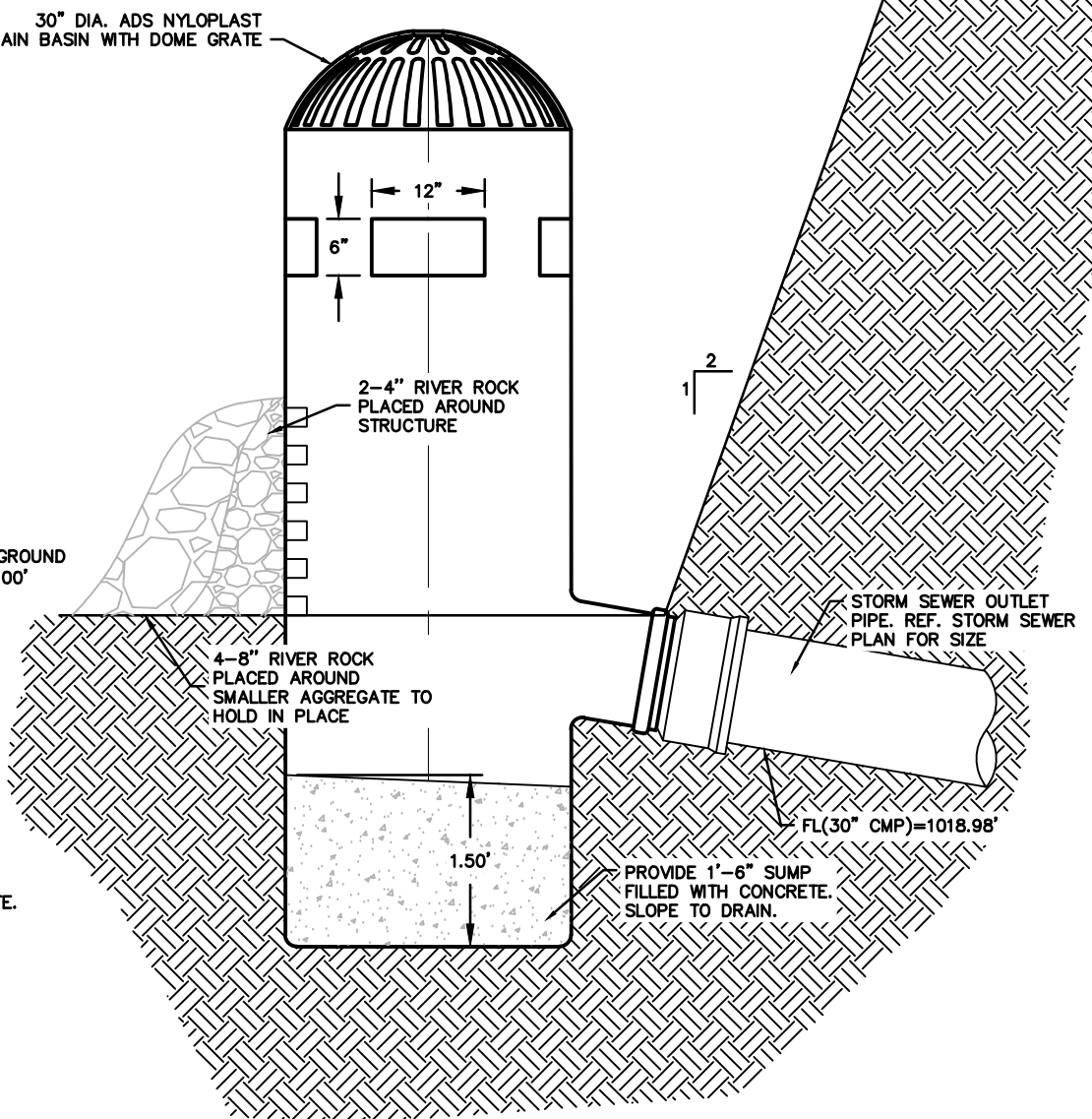
PLAN VIEW

NOTE:
DO NOT PLACE ROCK UNTIL THE UPHILL DRAINAGE AREA IS STABILIZED.

TOP OF EMBANKMENT = 1030.00'



SECTION VIEW (SECTION 1A)



ELEVATION VIEW (SECTION 1B)

DETENTION BASIN OUTLET STRUCTURE DETAIL (OS-01)
NOT TO SCALE

PROJECT NO: A18-0683

DRAWN BY: ZMM

DATE: 08/01/2022

POND A3 : BMP #3 OUTLET STRUCTURE EXHIBIT

olsson

2111 South 67th Street,
Suite 200
Omaha, NE 68106
TEL 402.341.1116

EXHIBIT

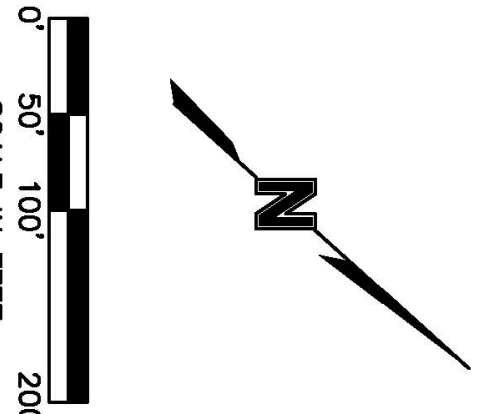
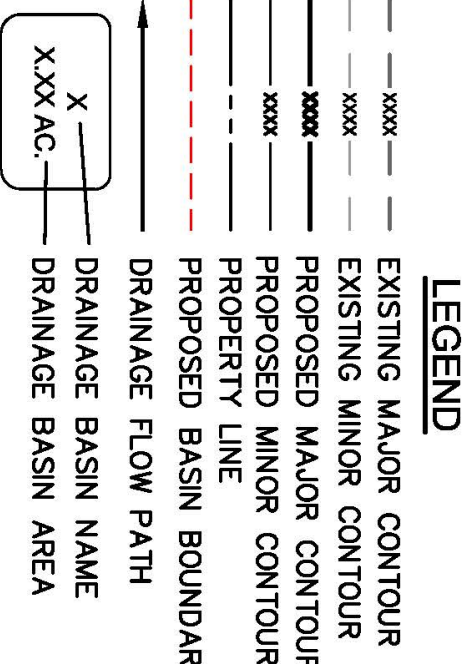
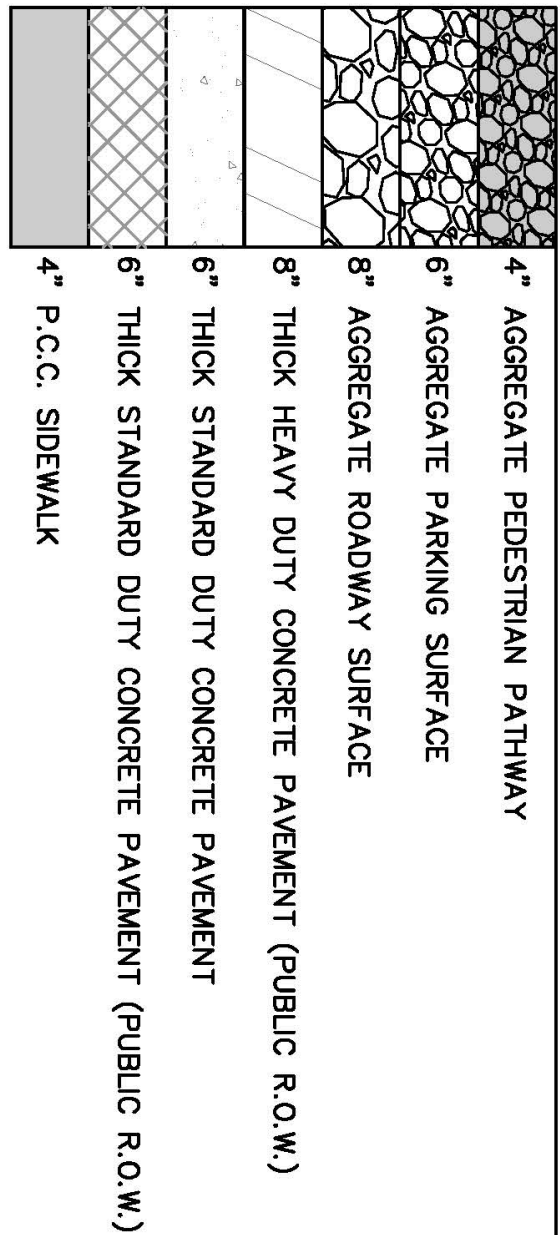
D

APPENDIX E

DRAINAGE DITCH EXHIBIT



PAVEMENT/SURFACING LEGEND



PROPOSED DRAINAGE DITCH
EXHIBIT - NORTH

NEBRASKA MULTI-SPORT COMPLEX
SITE & INFRASTRUCTURE PLANS

LA VISTA, NEBRASKA

2022

REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION

APMA

olsson

2111 South 67th Street, Suite 200
Omaha, NE 68106

TEL 402.341.1116
www.olsson.com

SHEET

E1

Drawn By:
checked By:
approved By:
drawing no.:
date:

APPENDIX F

DITCH FLOW REPORTS

Channel Report

Ditch 1

Trapezoidal

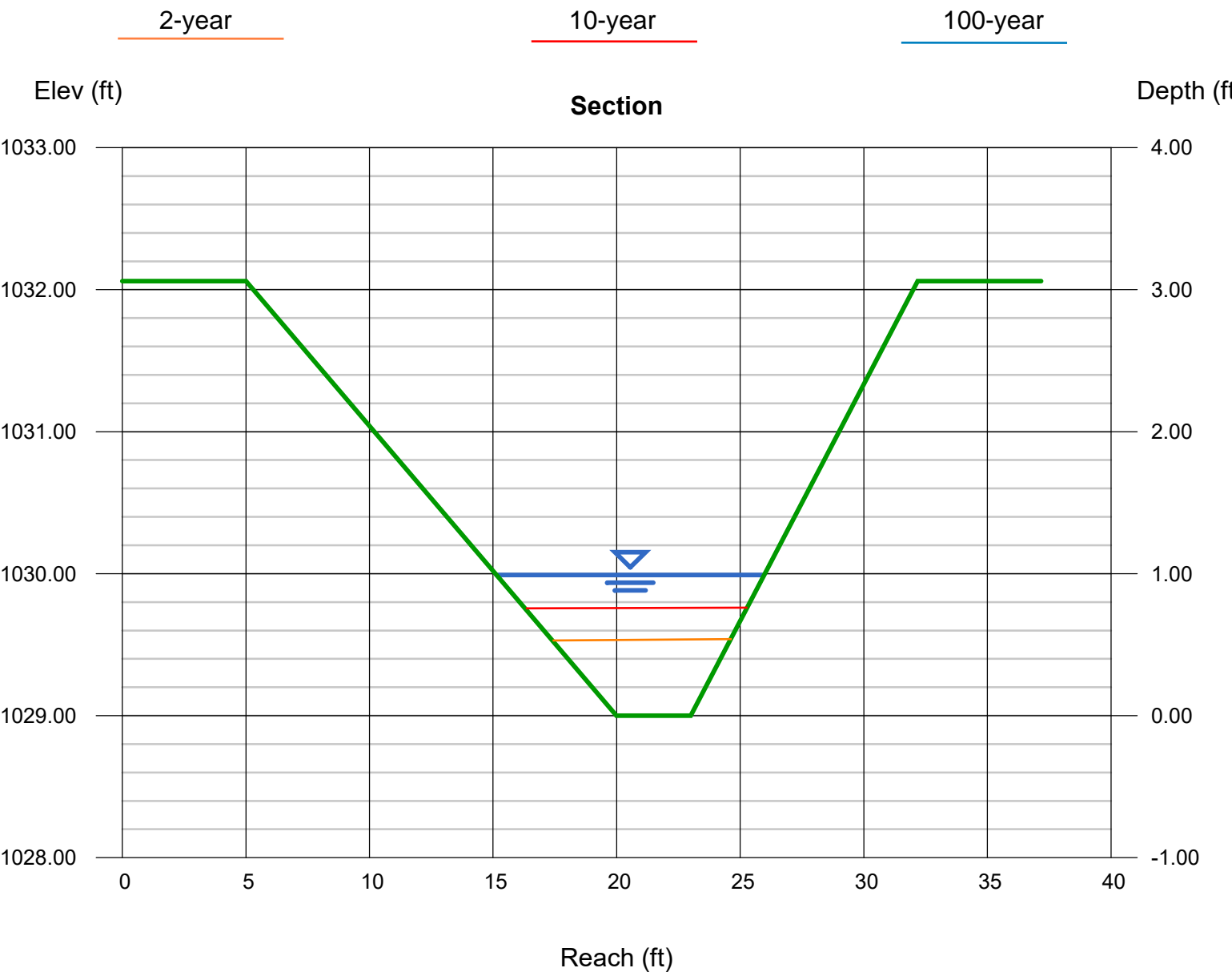
Bottom Width (ft) = 3.00
Side Slopes (z:1) = 4.90, 3.00
Total Depth (ft) = 3.06
Invert Elev (ft) = 1029.00
Slope (%) = 0.48
N-Value = 0.030

Highlighted

Depth (ft) = 0.99
Q (cfs) = 16.87
Area (sqft) = 6.84
Velocity (ft/s) = 2.47
Wetted Perim (ft) = 11.08
Crit Depth, Yc (ft) = 0.73
Top Width (ft) = 10.82
EGL (ft) = 1.08

Calculations

Compute by: 100-year Known Q
Known Q (cfs) = 16.87



Channel Report

Ditch 2

Trapezoidal

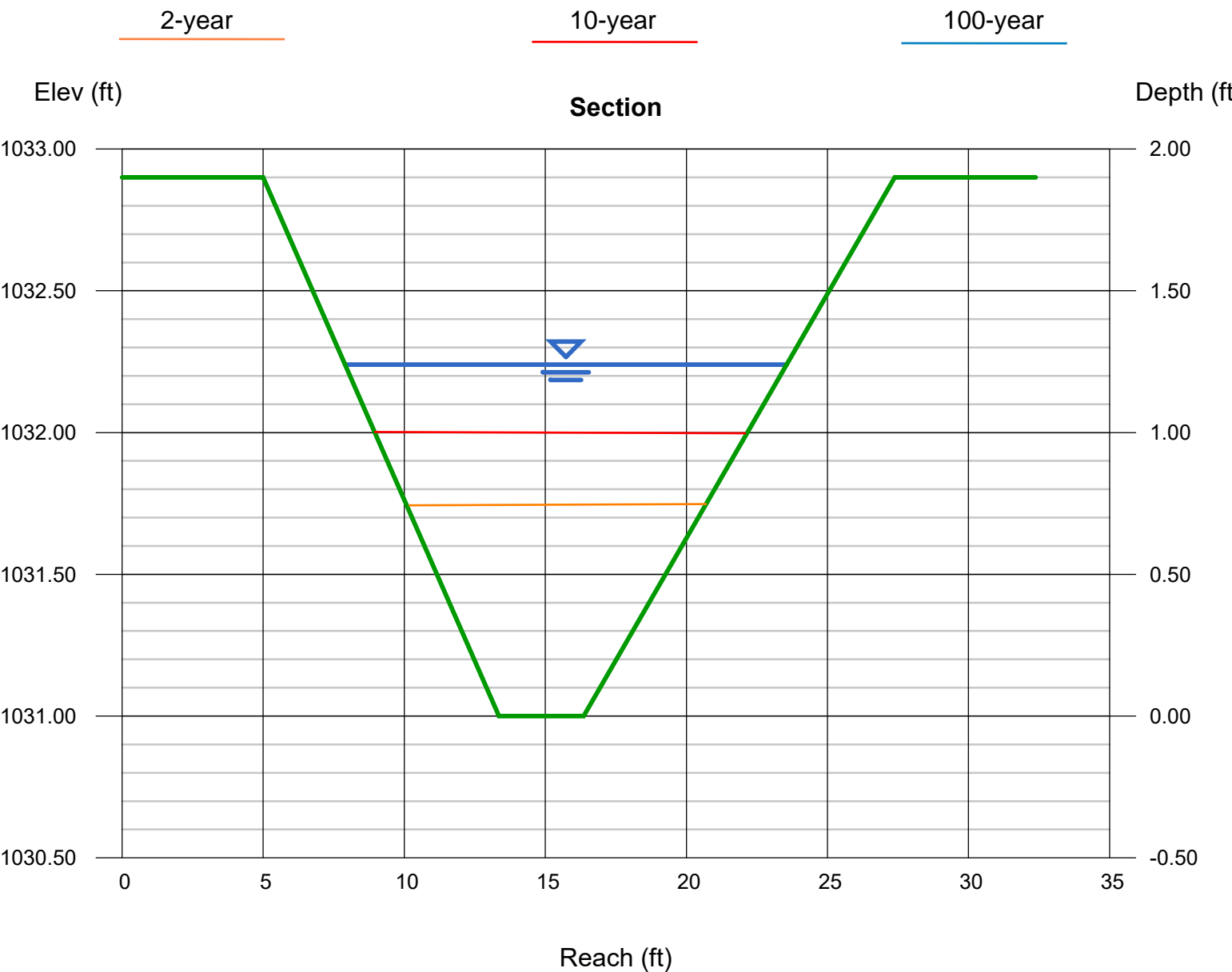
Bottom Width (ft) = 3.00
Side Slopes (z:1) = 4.40, 5.80
Total Depth (ft) = 1.90
Invert Elev (ft) = 1031.00
Slope (%) = 0.52
N-Value = 0.030

Highlighted

Depth (ft) = 1.24
Q (cfs) = 33.35
Area (sqft) = 11.56
Velocity (ft/s) = 2.88
Wetted Perim (ft) = 15.89
Crit Depth, Yc (ft) = 0.97
Top Width (ft) = 15.65
EGL (ft) = 1.37

Calculations

Compute by: 100-year Known Q
Known Q (cfs) = 33.35



Channel Report

Ditch 3

Trapezoidal

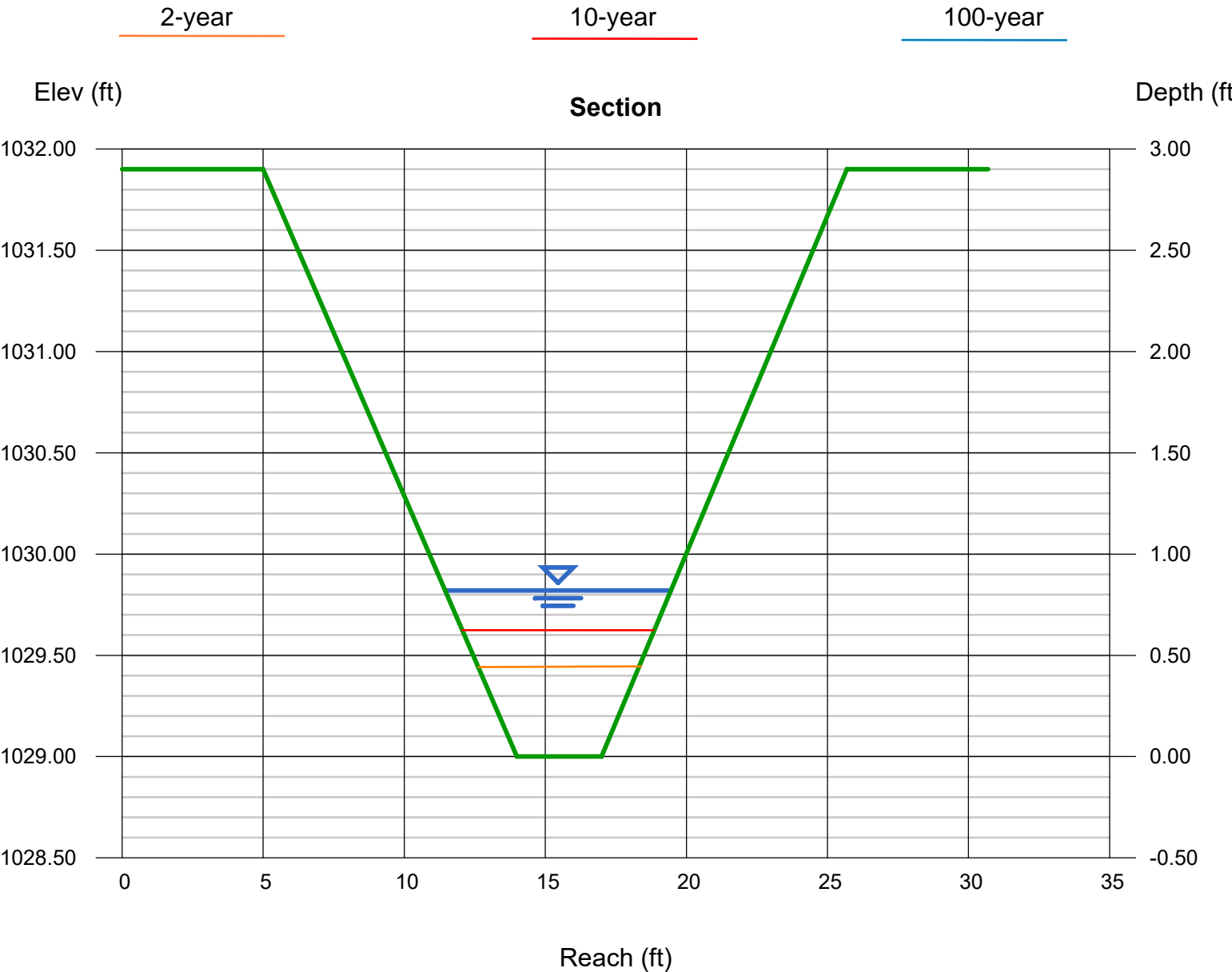
Bottom Width (ft) = 3.00
Side Slopes (z:1) = 3.10, 3.00
Total Depth (ft) = 2.90
Invert Elev (ft) = 1029.00
Slope (%) = 0.49
N-Value = 0.030

Highlighted

Depth (ft) = 0.82
Q (cfs) = 10.42
Area (sqft) = 4.51
Velocity (ft/s) = 2.31
Wetted Perim (ft) = 8.26
Crit Depth, Yc (ft) = 0.59
Top Width (ft) = 8.00
EGL (ft) = 0.90

Calculations

Compute by: 100-year Known Q
Known Q (cfs) = 10.42



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

Thursday, Aug 4 2022

Ditch 4

Trapezoidal

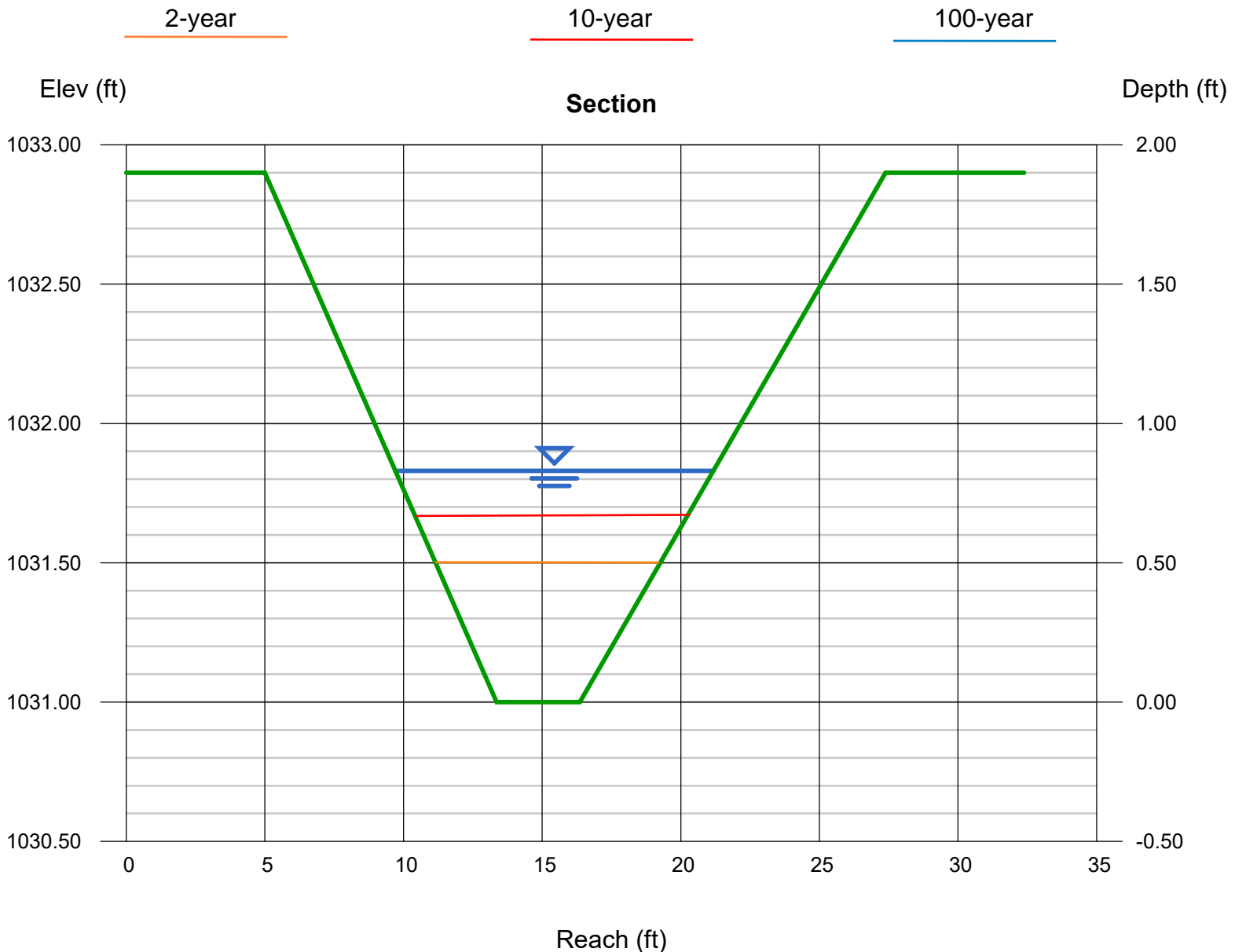
Bottom Width (ft) = 3.00
Side Slopes (z:1) = 4.40, 5.80
Total Depth (ft) = 1.90
Invert Elev (ft) = 1031.00
Slope (%) = 0.50
N-Value = 0.030

Highlighted

Depth (ft) = 0.83
Q (cfs) = 13.50
Area (sqft) = 6.00
Velocity (ft/s) = 2.25
Wetted Perim (ft) = 11.63
Crit Depth, Yc (ft) = 0.62
Top Width (ft) = 11.47
EGL (ft) = 0.91

Calculations

Compute by: 100-year Known Q
Known Q (cfs) = 13.50



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

Thursday, Aug 4 2022

Ditch 5

Trapezoidal

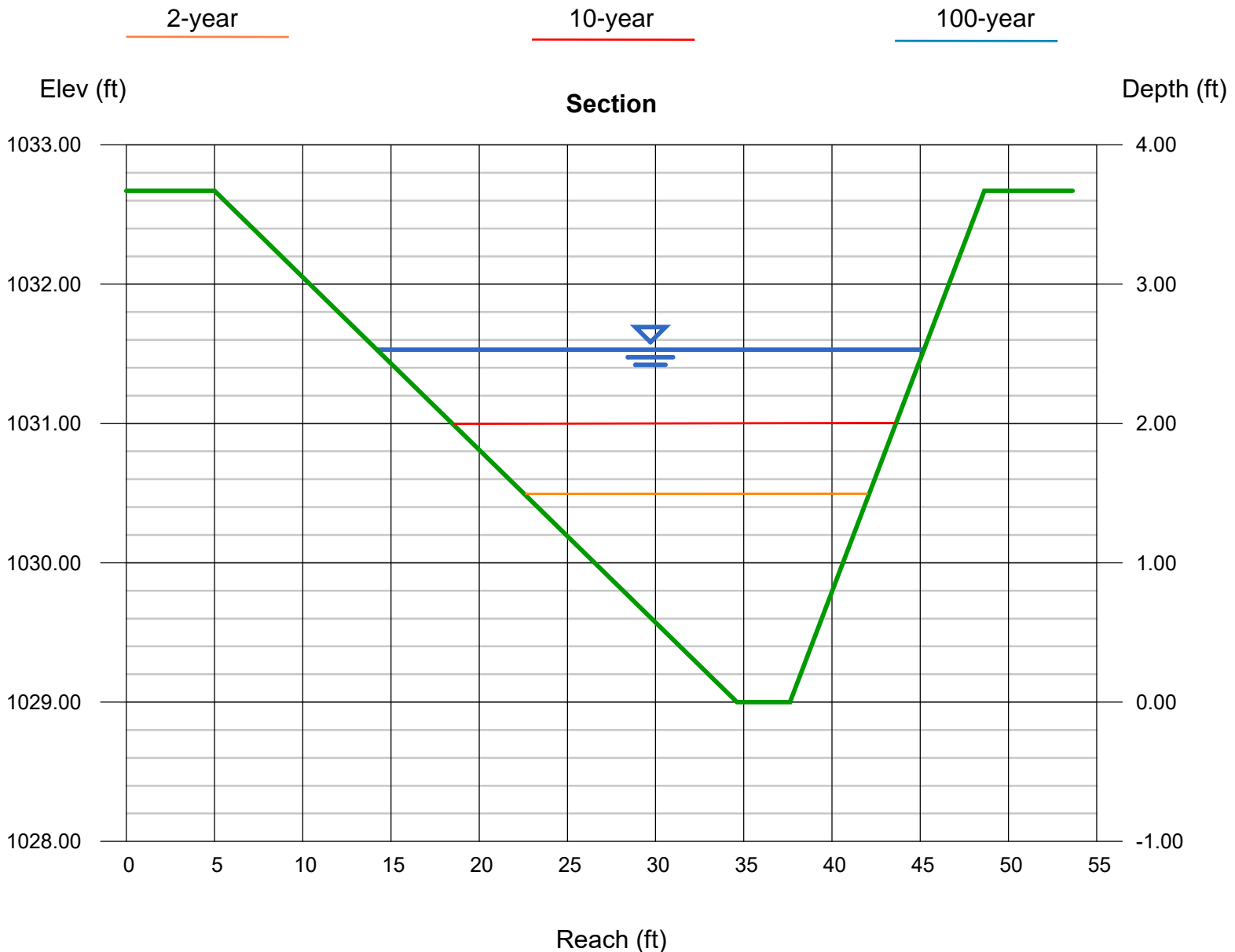
Bottom Width (ft) = 3.00
Side Slopes (z:1) = 8.07, 3.00
Total Depth (ft) = 3.67
Invert Elev (ft) = 1029.00
Slope (%) = 0.27
N-Value = 0.030

Highlighted

Depth (ft) = 2.53
Q (cfs) = 135.54
Area (sqft) = 43.02
Velocity (ft/s) = 3.15
Wetted Perim (ft) = 31.57
Crit Depth, Yc (ft) = 1.82
Top Width (ft) = 31.01
EGL (ft) = 2.68

Calculations

Compute by: 100-year Known Q
Known Q (cfs) = 135.54



Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

Thursday, Aug 4 2022

Ditch 6

Trapezoidal

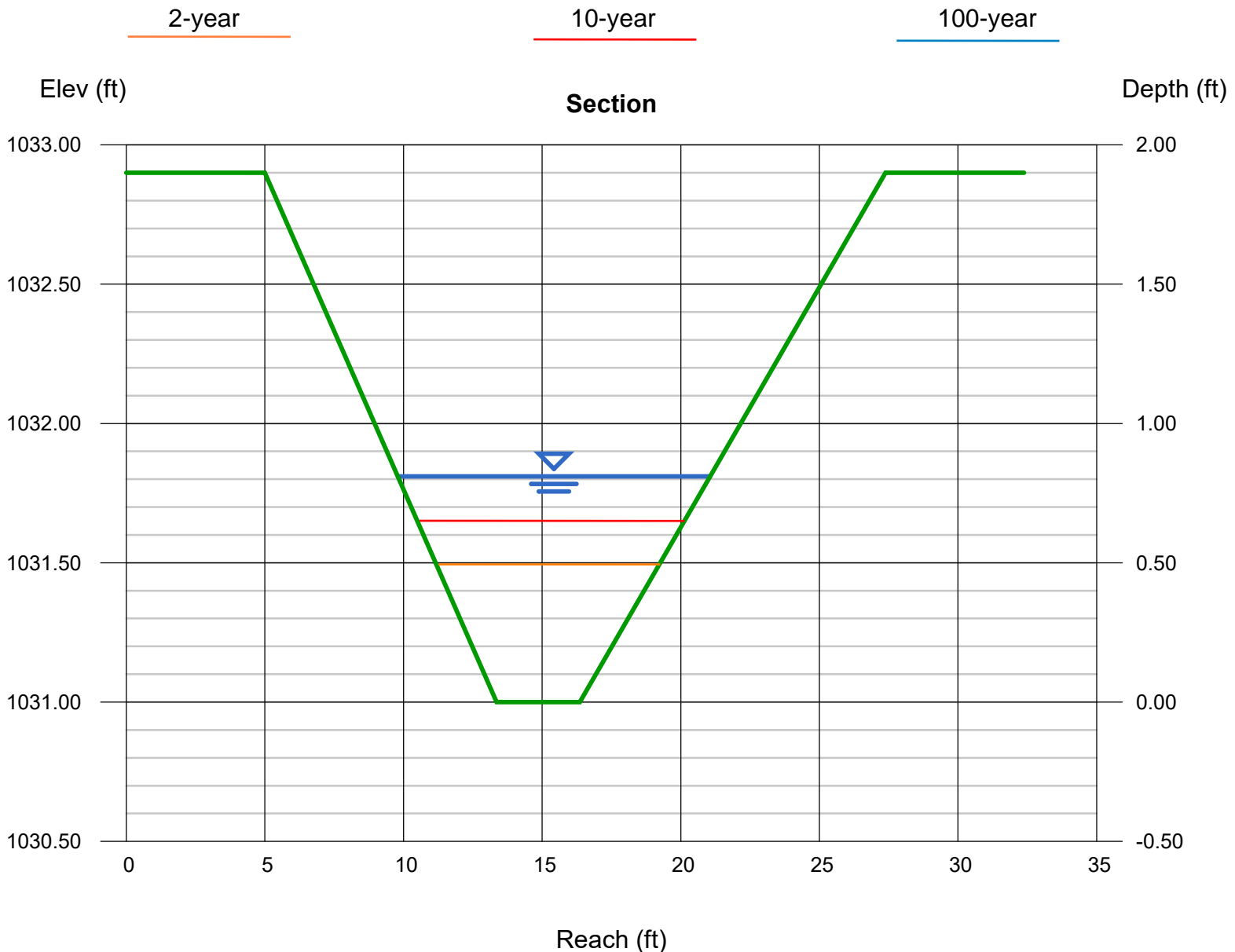
Bottom Width (ft) = 3.00
Side Slopes (z:1) = 4.40, 5.80
Total Depth (ft) = 1.90
Invert Elev (ft) = 1031.00
Slope (%) = 0.51
N-Value = 0.030

Highlighted

Depth (ft) = 0.81
Q (cfs) = 12.85
Area (sqft) = 5.78
Velocity (ft/s) = 2.22
Wetted Perim (ft) = 11.42
Crit Depth, Yc (ft) = 0.60
Top Width (ft) = 11.26
EGL (ft) = 0.89

Calculations

Compute by: 100-year Known Q
Known Q (cfs) = 12.85



Channel Report

Ditch 7

Trapezoidal

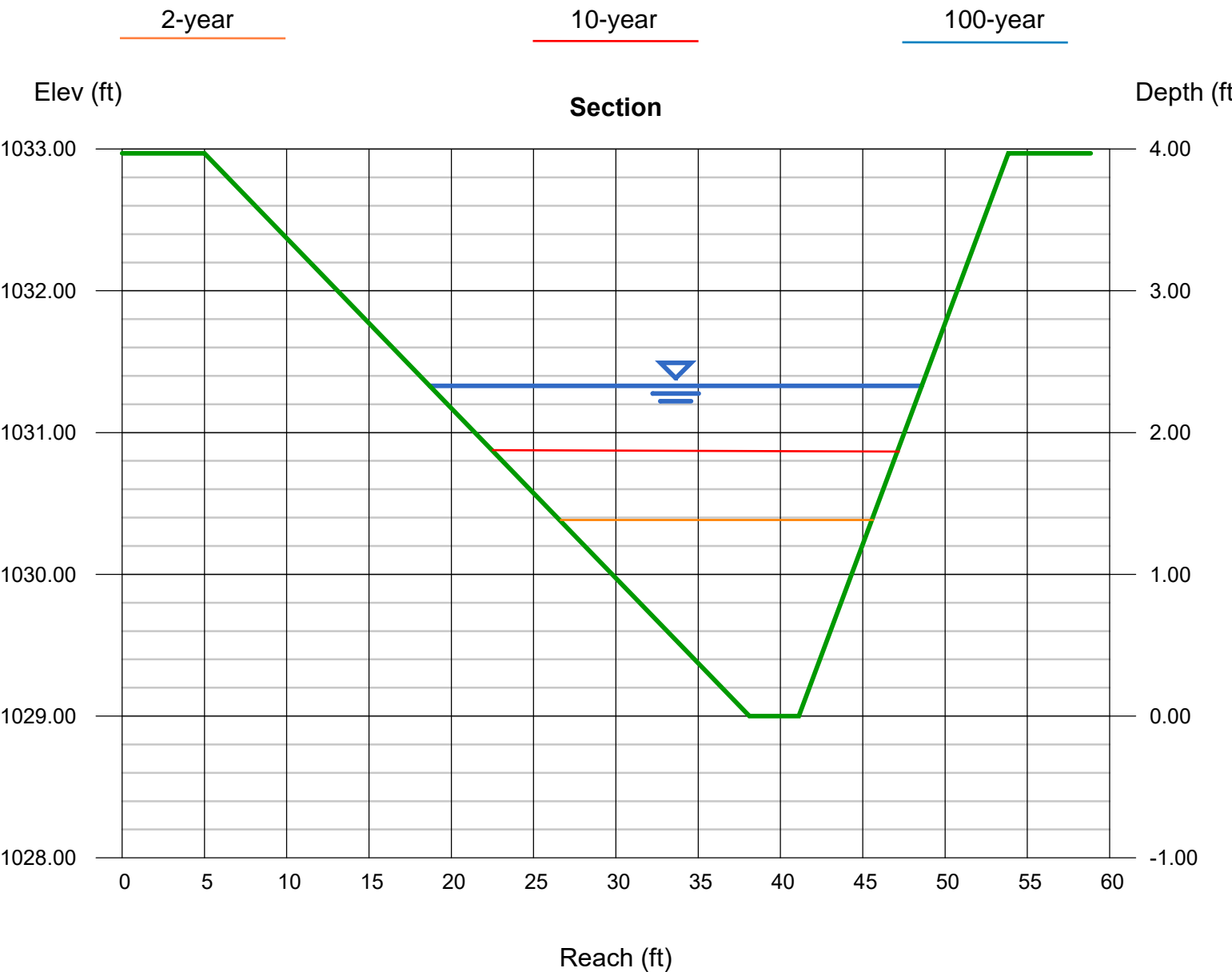
Bottom Width (ft) = 3.00
Side Slopes (z:1) = 8.34, 3.21
Total Depth (ft) = 3.97
Invert Elev (ft) = 1029.00
Slope (%) = 0.27
N-Value = 0.030

Highlighted

Depth (ft) = 2.33
Q (cfs) = 115.09
Area (sqft) = 38.34
Velocity (ft/s) = 3.00
Wetted Perim (ft) = 30.41
Crit Depth, Yc (ft) = 1.67
Top Width (ft) = 29.91
EGL (ft) = 2.47

Calculations

Compute by: 100-year Known Q
Known Q (cfs) = 115.09



Channel Report

Ditch 8

Trapezoidal

Bottom Width (ft) = 3.00
Side Slopes (z:1) = 4.48, 5.80
Total Depth (ft) = 1.90
Invert Elev (ft) = 1032.60
Slope (%) = 0.51
N-Value = 0.030

Highlighted

Depth (ft) = 0.68
Q (cfs) = 8.730
Area (sqft) = 4.42
Velocity (ft/s) = 1.98
Wetted Perim (ft) = 10.12
Crit Depth, Yc (ft) = 0.49
Top Width (ft) = 9.99
EGL (ft) = 0.74

Calculations

Compute by: 100-year Known Q
Known Q (cfs) = 8.73

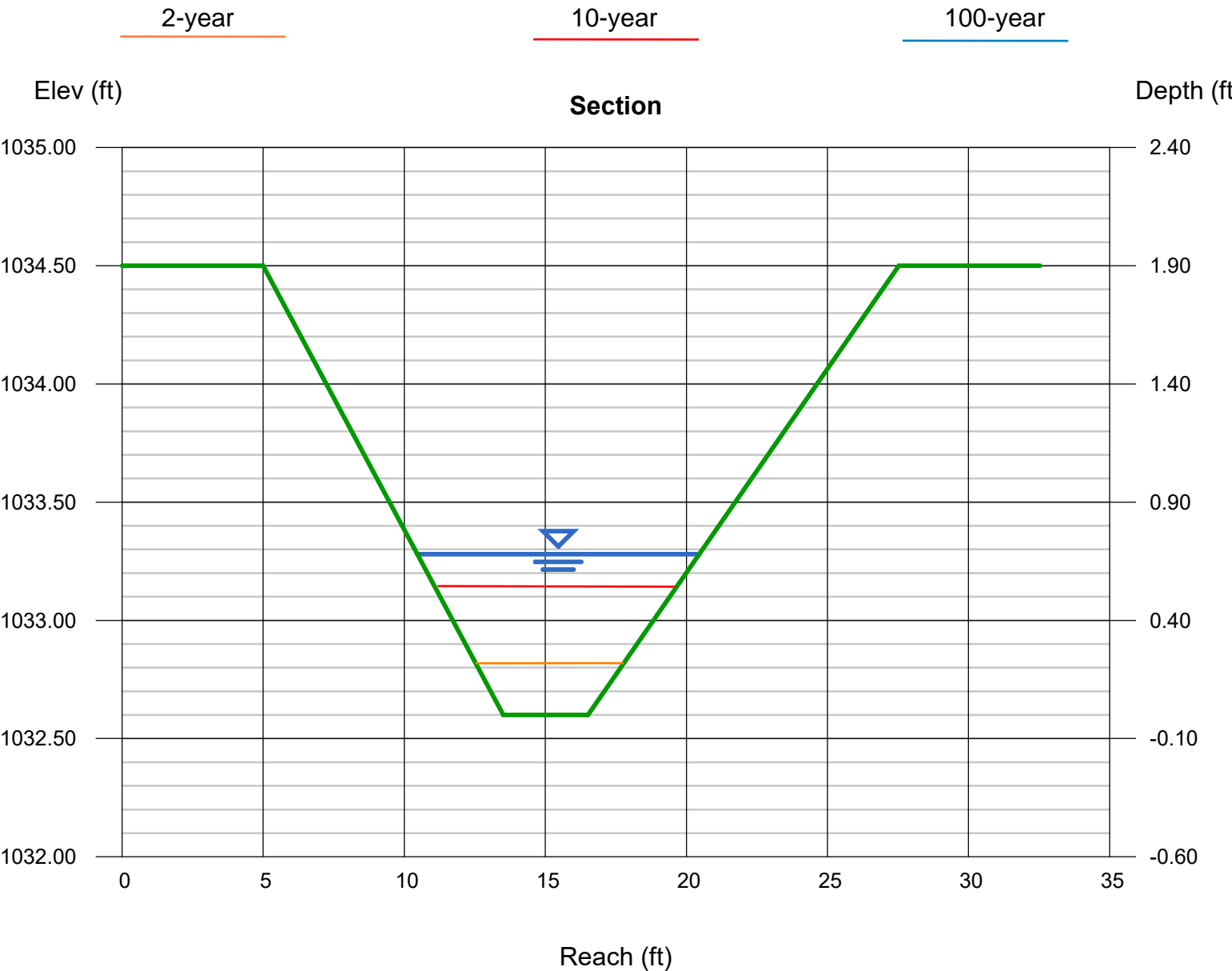


EXHIBIT 8

Revised Nov 11, 2015

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

LAV-20211102-6164

WHEREAS, Nebraska Multi Sport Complex (hereinafter referred to as Property Owner) recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development located at Tax Lots 11 & 15, 17-14-12: all of Tax Lot 2A & part of Tax Lots 2B1 & 3 lying N & W of railroad ROW 17-14-12. Northeasterly part of Tax Lot 1A1B & Northwesterly part of Tax Lot 2B1 & Northwesterly part of Tax Lot 3 all lying S & E of railroad ROW 17-14-12 in the zoning jurisdiction of the City of La Vista , Sarpy County, Nebraska; and,

WHEREAS, the Property Owner (whether one of more) is the owner of the property described on Exhibit "A" attached hereto (hereinafter referred to as "the Property"), and,

WHEREAS, the City of La Vista (hereinafter referred to as "the City") requires and the Property Owner, and its administrators, executors, successors, heirs, tenants or assigns, agree that the health, safety and welfare of the citizens of the City require that the facilities be constructed and maintained on the property, and,

WHEREAS, the Post Construction Stormwater Management Plan, (hereinafter referred to as "PCSMP"), shall be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the covenants contained herein, and the following terms and conditions, the Property Owner agrees as follows:

1. The facility or facilities shall be constructed by the Property Owner in accordance with the PCSMP, which has been reviewed and accepted by the City of La Vista or its designee.
2. The Property Owner must develop and provide the "BMP Maintenance Requirements", attached here to as Exhibit "B", which have been reviewed and accepted by the City of La Vista or its designee. The BMP Maintenance Requirements shall describe the specific maintenance practices to be performed for the facilities and include a schedule for implementation of these practices. The BMP Maintenance Requirements shall indicate that the facility or facilities shall be inspected by a professional qualified in stormwater BMP function and maintenance at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be maintained and available for review by the City. Records shall be maintained for a period of three years.
3. The Property Owner, its administrators, executors, successors, heirs, or assigns, shall construct and perpetually operate and maintain, at its sole expense, the facilities in strict accordance with the attached BMP Maintenance Requirements accepted by the City of La Vista or its designee.
4. The Property Owner, its administrators, executors, successors, heirs, tenants or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. The City shall provide the Owner copies of the inspection

findings and a directive to commence with the repairs if necessary. The City will require the Property Owner to provide, within 7 calendar days from the date of City's written directive, a written response addressing what actions will be taken to correct any deficiencies and provide a schedule of repairs within a reasonable time frame. Whenever possible, the City shall provide notice prior to entry. The City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.

5. The Property Owner its administrators, executors, successors, heirs, tenants or assigns, agrees that should it fail to correct any defects in the facility or facilities within reasonable time frame agreed to in the response by the Property Owner for corrective actions, or shall fail to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by the City or its designee in its sole discretion, the City or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City or its designee deems necessary. Notwithstanding the foregoing, the City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.
6. The City or its designee shall have the right to recover from the Property Owner any and all reasonable costs the City expends to maintain or repair the facility or facilities or to correct any operational deficiencies subject to the provisions of the immediately preceding sentence relating to negligence or intentional acts of the City. Failure to pay the City or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City or its designee shall thereafter be entitled to bring an action against the Property Owner to pay, or foreclose upon the lien hereby authorized by this agreement against the property, or both. Interest, collection costs, and reasonable attorney fees shall be added to the recovery to the successful party.
7. The Property Owner shall not obligate the City to maintain or repair the facility or facilities, and the City shall not be liable to any person for the condition or operation of the facility or facilities.
8. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim unless due solely to the negligence of the City in which event the City shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the City and the Property Owner, each will be required to defend any such suit or claim against it at its own expense. Each shall be responsible for payment of any recovery to the extent determined in such suit. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligence or intentional act of the City.

Revised Nov 11, 2015

9. The Property Owner shall not in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law.
10. This Agreement shall be recorded with the Register of Deeds of Sarpy County, Nebraska and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.

IN WITNESS WHEREOF, the Property Owner (s) has/ have executed this agreement this 5th day of Aug, 2022.

INDIVIDUAL, PARTNERSHIP and/or CORPORATION

Nebraska Multi Sport
Name of Individual, Partnership and/or Corporation
Michael Cassling
Name
Chairman
Title
[Signature]
Signature

Name of Individual, Partnership and/or Corporation

Name

Title

Signature

ACKNOWLEDGMENT

Nebraska)
State

Douglas)
County

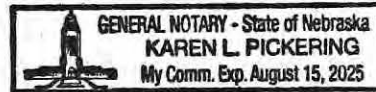
On this 5th day of August, 2022 before me, a Notary Public, in and for said County, personally came the above named: Michael Cassling

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

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

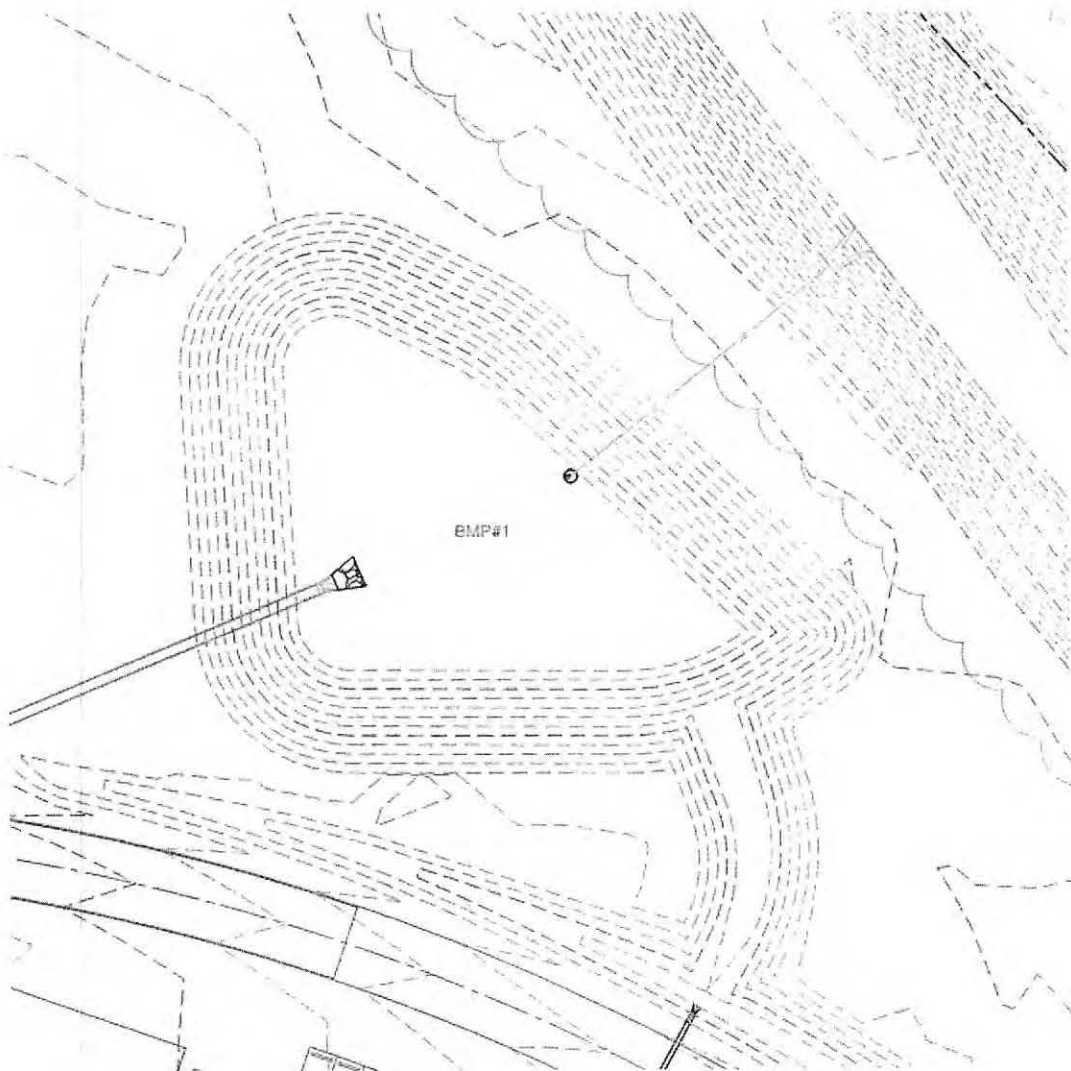
Karen L. Pickering
Notary Public

Notary Seal

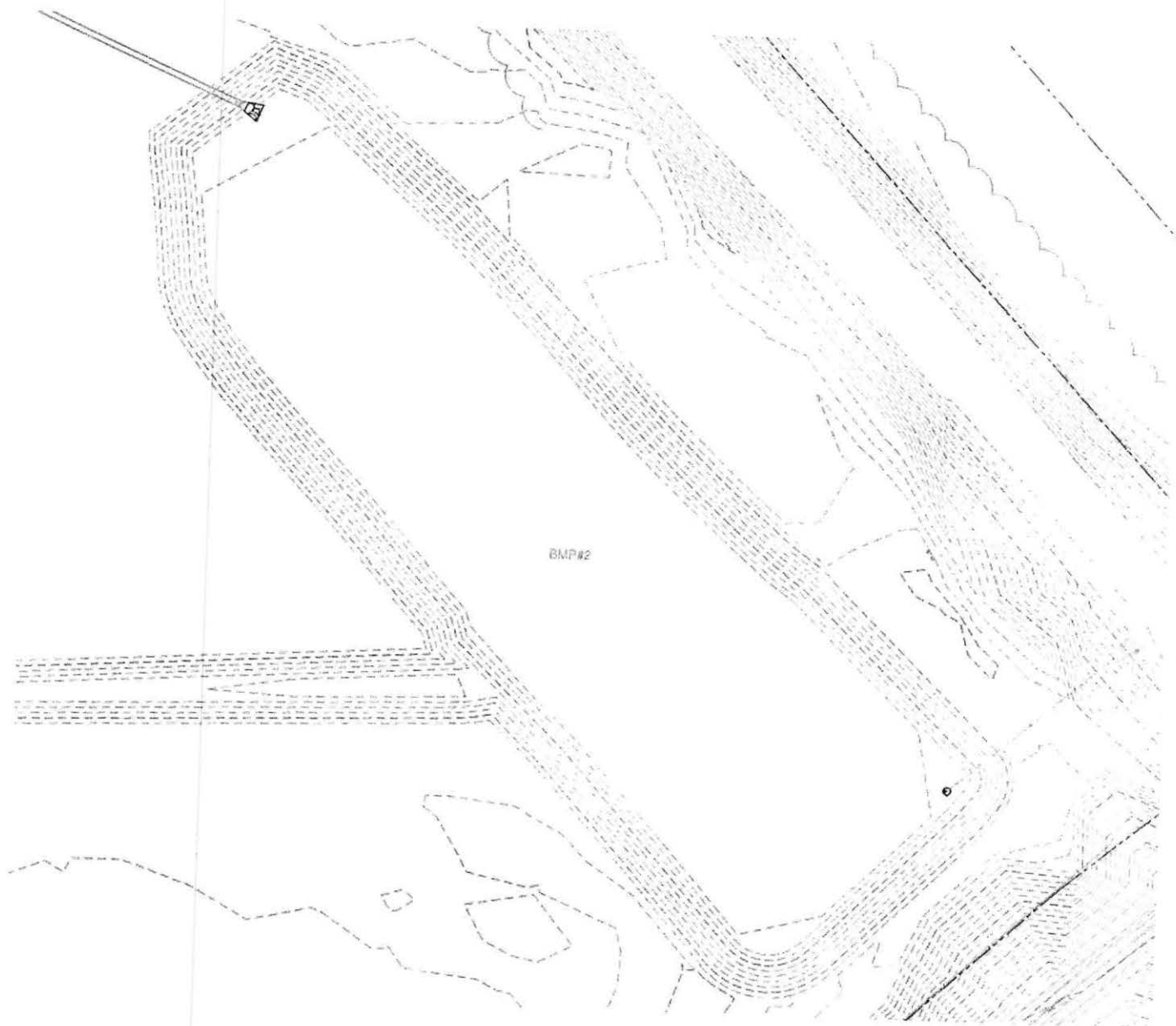


Revised Nov 11, 2015

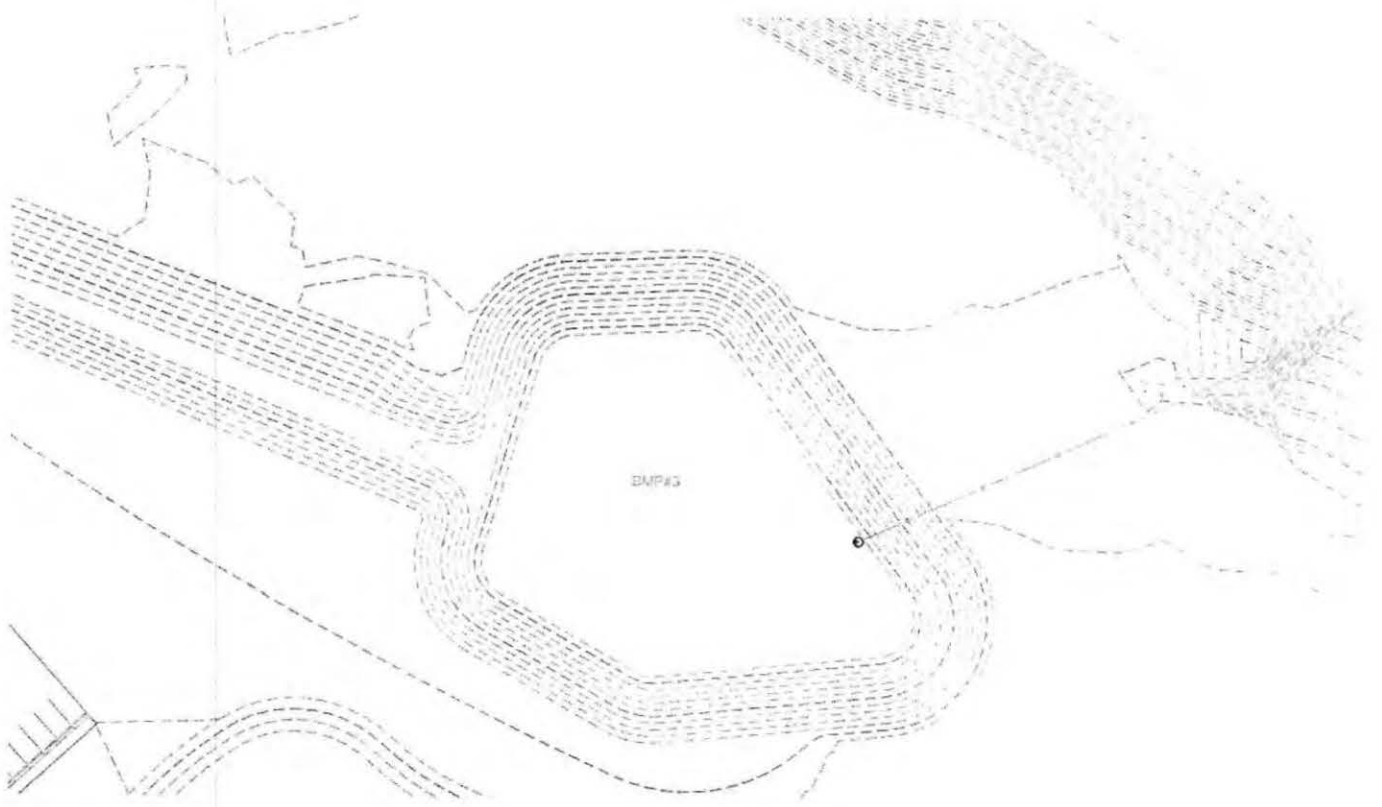
Exhibit "A"
Insert Real Property Depiction



Revised Nov 11, 2015



Revised Nov 11, 2015



Revised Nov 11, 2015

Exhibit "B"

Insert BMP Maintenance Requirements

Name & Location

Project Name: Nebraska Multi Sport Complex
Address: 8001 Eastport Parkway La Vista, NE 68128
PCWP Project Number: LAV-20160908-3764-GP1
PCSMP Project Number: LAV-20160908-3764-P

Site Data

Total Site Area: 156.37 A.C.
Total Disturbed Area: 136.20 A.C.
Total Undisturbed Area: 20.17 A.C.
Impervious Area Before Construction: 0%
Impervious Area After Construction: 25%

BMP Information

BMP ID	TYPE OF BMP	Latitude/Longitude
BMP#1	Detention Pond w/ water quality outlet	41°11'8" N 96°5'52" W
BMP#2	Detention Pond w/ water quality outlet	41°10'55" N 96°5'38" W
BMP#3	Detention Pond w/ water quality outlet	41°10'48" N 96°5'32" W

Revised Nov 11, 2015

Routine Maintenance and Tasks Schedule

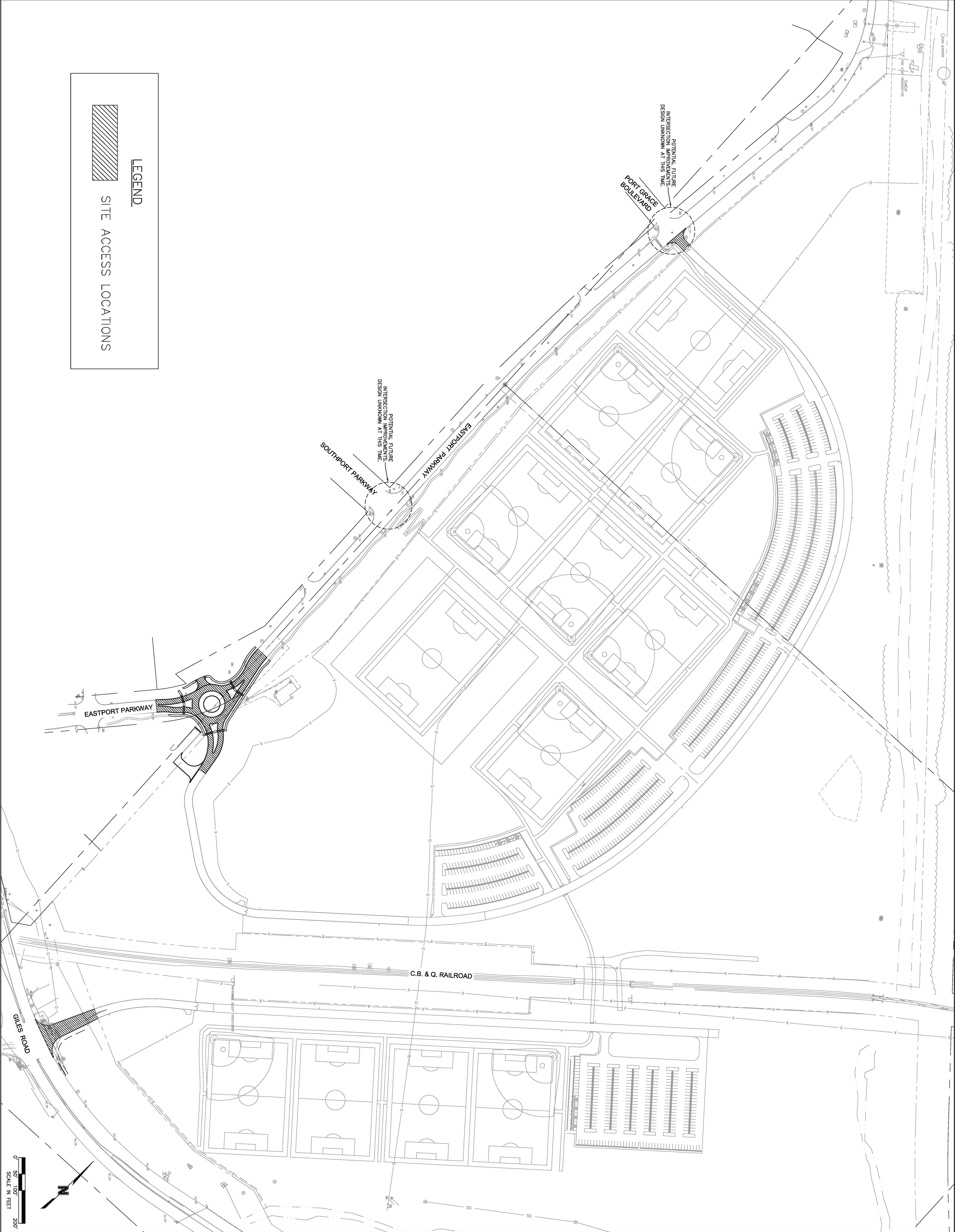
Dry Detention Basin/Pond Maintenance Tasks and Schedules

Task	Schedule
Remove debris and trash from trash rack and side slopes	Monthly
Outlet/inlet inspection and cleanout	Monthly
Bank mowing and inspection/stabilization of eroded areas	Monthly
Basin inspection and cleanout	Annually – remove sediment when 25% of storage volume has been lost below elevation 1,120.75'
Remove woody vegetation along embankment	Annually
Inspect for structural damage	Annually
Inspect, exercise all mechanical devices	Annually
Repair broken pipes	As needed
Replace filtration riprap that has been choked with sediment	As needed
Security	As needed

Inspection Reports should be completed and kept on file with the Inspector and at the store location. Reports should be kept for a minimum of five years.

Access

Exhibit 12



Sewer Connection Agreement

EXHIBIT 14

1) Tax Lots 11 & 15, 17-14-12. 2) All of Tax Lot 2a & Pt of Tax Lots 2b1 & 3 Lying N & W of Railroad ROW 17-14-12. 3) Northeasterly Pt of Tax Lot 1a1b & Northwesterly Pt of Tax Lot 2b1 & Northwesterly Pt of Tax Lot 3 All Lying S & E of Railroad ROW 17-14-12.

SEWER CONNECTION AGREEMENT (Sanitary Sewer System)

THIS AGREEMENT, made and entered into in La Vista, Nebraska, on this _____ day of _____, _____, by and between the City of La Vista, a Municipal corporation in the State of Nebraska (hereinafter referred to as "City"), and Nebraska Multi-Sport Complex (hereinafter referred to as "Owner");

WITNESSETH:

WHEREAS, the Owner has constructed or is contemplating constructing sanitary sewer services within Tax Lots 11 & 15: All Of Tax Lot 2a & Pt Of Tax Lots 2b1 & 3 Lying N & W Of Railroad Row. Northeasterly Pt Of Tax Lot 1a1b & Northwesterly Pt Of Tax Lot 2b1 & Northwesterly Pt Of Tax Lot 3 All Lying S & E Of Railroad Row, a subdivision, shown on Exhibit "A" hereto; and

WHEREAS, Owner desires to provide for the flow, transportation and handling of sewage collected in or flowing into the sanitary sewer services constructed or to be constructed by it, and has requested the City to permit flowage thereof into the City sewerage system, and to provide for the processing of such sewage.

NOW, THEREFORE, in consideration of the mutual agreements and covenants of the parties hereto, the sufficiency of which is hereby acknowledged, it is agreed by and between the parties as follows:

I

For the purposes of this Agreement, the term "sewer system of the Owner" shall include, whether now in existence or hereafter constructed, all sanitary sewers, sanitary sewer services and appurtenances thereto which are shown on Exhibit "B" attached hereto.

For the purposes of this Agreement, the following, whether now in existence or hereafter constructed, shall be deemed a part of the sewer system of the City:

- A. Any sanitary sewer or system of sanitary sewers owned by the City; and
- B. Any sanitary sewer or system of sanitary sewers not a part of the sewer system of the Owner and not owned by City, but through which City has an easement, license or other right or other license to transport sanitary sewage.

II

Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the Owner to connect the sanitary sewer system of the Owner to the sanitary sewer system of the City in such manner and at such place or places as designated on plans submitted by the Owner and approved by the City.

III

Owner expressly promises, warrants, covenants and agrees that:

- A. The sewer system of the Owner will be constructed and, as required, reconstructed in strict accordance with the plans and specifications and location approved in writing by the City and in strict accordance with the minimum standards and requirements of construction adopted by City.
- B. The sewer system of the Owner shall be designed and constructed, and as required reconstructed, at the expense of Owner and the property therein and at no expense to the City.
- C. The sewer system of the Owner shall comply with all applicable Federal and State laws and regulations in general and with all applicable laws and regulations of the City, with reference to use, operation and maintenance of the system.
- D. The sewer system of the Owner shall at all times be properly maintained and kept in good operating order and repair at no cost to City. The Owner's obligation in this connection shall survive the term of this Agreement to the extent provided in Paragraph IV, infra.
- E. In the event that City's engineers find that there is anything in the construction, maintenance or operation of the sewer system of the Owner which will, in the opinion of City's engineers, be detrimental to the proper operation of the sewer system of City, or any part thereof, the Owner will, on notice thereof, promptly correct said defect.
- F. In the event the Owner for any reason fails in any respect as to its covenants contained in this Paragraph III, then City may, at its option, perform such maintenance and repair or correct such defects and the Owner, upon written demand by City, shall promptly reimburse City for all work, services, materials and other expenses incurred or expended by City in connection therewith.
- G. At all times all sewage flowing into, passing through or from the sewer system of the Owner shall be in conformity with the ordinances, regulations and conditions applicable to sewage and sewers within the City, as they may change from time to time. In no event shall Owner, without prior written consent of City, permit or suffer any type of sewage to flow into, pass through or from the sewerage system of the Owner, in violation of such ordinances, regulations and conditions.
- H. In respect to any industrial use or connection to the sewer system of the Owner, the City may condition such approval upon such terms as it deems necessary to protect the sewer systems of the Owner and the City.

In furtherance of the foregoing, the Owner shall, whenever necessary, provide at their expense such preliminary treatment as may be necessary to meet the applicable ordinance, regulation or condition. Such preliminary treatment facilities shall be maintained continuously in satisfactory and effective operation at no expense to the City.

The Owner shall allow any duly authorized representative of City to enter upon such property at reasonable times for the purpose of inspection, observation, measurements, sampling and testing of sewage.

- I. The Owner shall not cause, suffer or permit to be connected to the sewer system of the Owner any sewer lines or sewers serving, directly or indirectly, any area outside its boundaries.
- J. The Owner is, or at time of construction will be, the Owner of the entire proposed sanitary sewer system situated within its boundaries.
- K. The Owner will indemnify and save harmless the City, its officers, employees and agents, from all construction costs, loss, damage, claims and liability of whatsoever kind or character due to or arising out of any acts, conduct, omissions or negligence of the Owner, its officers, agents, employees, contractors, subcontractors and anyone acting under the direction of the Owner, in

doing any work or construction of the sewer system of the Owner, or by or in consequence of any performance of the obligations of this Agreement.

- L. The Owner shall promptly file all reports, pay all connection fees and perform all other obligations of the Owner provided for in this Agreement or otherwise required by state statutes or the City's ordinances as amended and supplemented from time to time.
- M. Subject to the provisions of Paragraph V, *infra*, the Owner is and shall be bound to and by any provisions of any ordinance, rule or regulation relating to sewer use fees provided for under said Paragraph V, *infra*, hereinafter made and adopted by City or Sarpy County.
- N. Any water distribution system serving the Owner shall be constructed and operated by the Metropolitan Utilities District.

IV

The herein granted easements and licenses to City and the herein contained covenants of perpetual maintenance and repair by the Owner shall be perpetual, notwithstanding the fact that this Agreement is for a term of 20 years.

V

Owner further expressly promises, warrants, covenants and agrees that no connection shall be made to the sewer system of the City until a permit therefore shall have been obtained from City and the appropriate connection fee paid to City. Owner shall:

- A. Require the person, firm or entity to whose property the connection is being made to:
 - 1. pay to City the applicable sewer connection fees as prescribed by the ordinances of the City of La Vista in effect at the time of the connection;
 - 2. obtain from the City a permit to so connect, as may be required by the ordinances of the City of La Vista in effect at the time of the connection.
- B. Enter into agreements as shall be necessary to:
 - 1. assure the said obtaining of a permit from City and payment of connection fees to City;
 - 2. require the disconnection of any connection made to the sewer system of the City which shall have been made without the proper permit from the City and payment of connection fees to City;
 - 3. assure that all connections to the sewer system of the City will be made in accordance with applicable ordinances, regulations and specifications.
- C. Upon the demand of City, the Owner shall pay to City the amount of any connection fee owing City for any connection to the sewer system of the Owner or of the City which shall not have been previously paid to the City by the person, firm or entity to whose property the connection shall have been made.
- D. Upon notice by City, the Owner shall immediately cause to be disconnected any connection to the sewer system which has been made without the required permit from the City or which is in contravention of the ordinances, regulations or specifications of the City of La Vista pertaining to sewer connections.

VI

The Owner shall facilitate collection of sewer service and sewer use fees as may be prescribed by City ordinance. Except as may be otherwise provided by City, such fees shall be based upon water consumption with chargeable water flow computed in the manner employed by Metropolitan Utilities District, which shall collect sewer service or use fees in conjunction with its collection of charges for water use.

VII

In the event of the Owner's breach of any of the terms and conditions hereof or any warranty or covenant herein made by the Owner, then:

- A. In the case of a breach of any term or condition, warranty or covenant, pertaining to the actual construction, reconstruction, repair, maintenance or operation of the sewer system of the Owner, Owner shall, within five (5) days from receipt of City's notice of such breach, commence to take corrective measures or such measures as may be reasonably requested by the City, and the Owner shall pursue with due diligence such corrective measures to completion as soon thereafter as possible to the reasonable satisfaction of City.
- B. In the case of any other type of breach by the Owner, the Owner shall cure said breach to the reasonable satisfaction of City within thirty (30) days from receipt of City's notice of such breach; provided however, that if the nature of Owner's breach is such that more than thirty (30) days are reasonably required for its cure, then the Owner shall not be deemed to be in breach if the Owner commenced such cure within thirty (30) day period and thereafter diligently prosecutes such cure to completion.
- C. In the event the Owner shall fail to cure any breach within the applicable time and manner afore-prescribed, City may:
 1. Upon giving the Owner sixty (60) days notice of City's intent to do so, City may require the Owner to disconnect the sewer system of the Owner from the sewer system of the City, or the City may itself cause such disconnection to be made, if at the expiration of said sixty (60) day period the breach is not cured to the reasonable satisfaction of City. Any such disconnection shall be made at the expense of the Owner.
 2. In the event the breach pertains to the actual construction, reconstruction, repair, maintenance or operation of the sewer system of the Owner, City shall have the absolute right, at its option, to itself perform the work necessary for the requested corrective measures, or to complete the corrective measures commenced by the Owner, as the case may be, in either of which events the owner agrees:
 - (a) Owner shall immediately reimburse City for any and all expense incurred by City in connection therewith.
 - (b) Owner shall indemnify and hold harmless City, its officers, employees and agents, from any expenses, costs, claim, action, cause of action, or demand arising out of City's taking or completing said corrective measures.
 3. In addition to whatever other remedies are granted to City herein, City may avail itself of all other rights and remedies that City may have pursuant to any statute, law, or rule of law or equity, including, but not limited to the right to specifically enforce full compliance by the Owner of the terms and conditions of this Agreement, including all warranties and covenants and agreements herein made by the Owner, by both mandatory and prohibitory injunction.

VIII

The term of this Agreement shall be twenty (20) years from and after date hereof; provided, however, that unless one of the parties hereto shall advise the other party in writing of its desire not to do so, this Agreement shall be automatically renewed on the same terms and conditions as herein set forth for additional successive terms of twenty (20) years each. Said written advice shall be given at least six (6) months prior to the end of the original term or additional term, as the case may be, which said party giving such notice desires to be the final term of this Agreement. At the end of the final term of this agreement, whether same be at the end of the original term or at the end of a renewal term, Owner shall, at its own expense disconnect, reconstruct, remove or modify such sewer mains and sewer main connections as City shall deem necessary to prohibit the flow of Owner's sewage into the sewer system of City and to assure the City's continued use of the perpetual easements and licenses granted to it in this Agreement.

IX

The failure of either party to exercise its rights upon any default by the other shall not constitute a waiver of such rights as to any subsequent default.

X

A listing of the Schedule of Exhibits hereto is as follows:

- Exhibit "A": Final Plat of Tax Lots 11 & 15: All Of Tax Lot 2a & Pt Of Tax Lots 2b1 & 3 Lying N & W Of Railroad Row. Northeasterly Pt Of Tax Lot 1a1b & Northwesterly Pt Of Tax Lot 2b1 & Northwesterly Pt Of Tax Lot 3 All Lying S & E Of Railroad Row.
- Exhibit "B": Illustration of Sewer system of the Owner

XI

If any provisions of this Agreement are held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions of this Agreement which can be given effect without the invalid or unconstitutional provision and to this end, each paragraph, sentence and clause of this Agreement shall be deemed severable; provided, however, that, If in the sole opinion of City, the removal or inoperative effect of any such provision so declared invalid or unconstitutional shall materially affect City's rights hereunder, then City may terminate this Agreement, effective as of the date of City's written notice; whereupon the Owner shall:

- A. Pay to City all sums due under the terms of this Agreement to City at the time of termination, including all connection fees and sewer use fees accrued as of said date.
- B. At Owner's own expense, disconnect, reconstruct, remove or modify such sewer mains and sewer main connections, as City shall deem necessary to prohibit the flow of the Owner's sewage into the sewer system of the City.

XII

Both parties acknowledge and agree that this written Agreement, including all exhibits hereto, constitutes the entire agreement of the parties and that there are no warranties, representations, terms or conditions other than those set forth herein.

XII

The provisions of this Agreement shall be binding upon the parties hereto and their successors.

Nebraska Multi-Sport Complex, a Nebraska corporation

By: _____

Its: Owner

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2022 before me, a
Notary Public, duly commissioned and qualified in and for said County, appeared
_____, Owner of Nebraska Multi-Sport Complex a Nebraska corporation, personally
known to me to be
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

Public Improvements Cost Estimate

EXHIBIT 18 (b)(1)

10% OPC
CITY OF OMAHA
120TH & GILES TRAFFIC SIGNAL
PREPARED BY: OLSSON
9.14.2022

Item #	Item	Unit	Total Quantity	Unit Cost	Total
TRAFFIC SIGNAL COST ESTIMATE					
1	FURNISH AND INSTALL COMB. MAST ARM SIGNAL & LIGHTING POLE, TYPE CMP-70-12-30	EA	2	\$35,000.00	\$70,000.00
2	FURNISH AND INSTALL VIBRATION MITIGATION DEVICE	EA	2	\$2,600.00	\$5,200.00
3	FURNISH AND INSTALL TRAFFIC SIGNAL, TYPE TS-1 W/ T31 FACE, BKPLT & MA-5 MTG	EA	2	\$950.00	\$1,900.00
4	FURNISH AND INSTALL TRAFFIC SIGNAL, TYPE TS-1A W/ T31 FACE & B-4 ALT MTG	EA	2	\$800.00	\$1,600.00
5	FURNISH AND INSTALL TRAFFIC SIGNAL, TYPE TS-1LFF W/ T32F FACE, BKPLT & MA-5 MTG	EA	4	\$1,200.00	\$4,800.00
6	FURNISH AND INSTALL PULL BOX, TYPE PB-6	EA	2	\$1,000.00	\$2,000.00
7	FURNISH AND INSTALL 2" CONDUIT - TRENCHED	LF	80	\$12.00	\$960.00
8	FURNISH AND INSTALL 2" CONDUIT - BORED	LF	300	\$30.00	\$9,000.00
9	FURNISH AND INSTALL 3/C NO. 6 STREET LIGHTING CABLE	LF	190	\$3.00	\$570.00
10	FURNISH AND INSTALL 12/C NO. 14 AWG TRAFFIC SIGNAL CABLE	LF	360	\$6.00	\$2,160.00
11	FURNISH AND INSTALL 1/C NO. 6 BARE COPPER GROUNDING CONDUCTOR	LF	190	\$2.00	\$380.00
12	INSTALL 200W STREET LIGHTING LUMINAIRE (PROVIDED BY OPPD)	EA	2	\$1,200.00	\$2,400.00
13	FURNISH AND INSTALL RADAR VEHICLE DETECTION SYSTEM, STOP BAR - 1 APPROACH	EA	1	\$10,000.00	\$10,000.00
14	REINSTALL RADAR VEHICLE DETECTION SYSTEM	EA	1	\$2,500.00	\$2,500.00
15	INSTALL OVERHEAD SIGNS, SIGNS PROVIDED BY CITY	LS	1	\$2,000.00	\$2,000.00
16	REMOVE TRAFFIC SIGNAL	LS	1	\$10,000.00	\$10,000.00
Subtotal:					\$125,470.00
Contingency (25%):					\$25,094.00
Signal Total:					\$150,564.00

EXHIBIT 18 (b)(2)

PROJECT NAME: NEBRASKA MULTISPORT COMPLEX - PUBLIC IMPROVEMENTS

OPINION OF PROBABLE COSTS - PRELIMINARY DESIGN

OLSSON JOB #A18-0683

9/14/2022

SPEC. #	ITEM No.	DESCRIPTION	UNIT	QNTY	UNIT COST	TOTAL COST
1109.000	1	MOBILIZATION/DEMOBILIZATION	LS	1	\$ 3,500.00	\$ 3,500.00
102.000	2	CLEARING AND GRUBBING - GENERAL	LS	1	\$ 3,500.00	\$ 3,500.00
-	3	PROVIDE TEMPORARY TRAFFIC CONTROL	LS	1	\$ 25,000.00	\$ 25,000.00
201.000	4	EXCAVATION ON-SITE	CY	2000	\$ 12.00	\$ 24,000.00
201.200	5	UNSUITABLE MATERIAL	CY	200	\$ 10.00	\$ 2,000.00
105.100	6	REMOVALS	LS	1	\$ 100,000.00	\$ 100,000.00
501.003	7	CONSTRUCT 9" CONCRETE PAVEMENT (TYPE L65)	SY	2346	\$ 200.00	\$ 469,200.00
501.203	8	CONSTRUCT 9" CONCRETE DRIVEWAY (TYPE L65)	SY	350	\$ 100.00	\$ 35,000.00
9100.007	9	CONSTRUCT 9-INCH IMPRINTED PCC SURFACING	SF	8000	\$ 12.00	\$ 96,000.00
503.000	10	CONSTRUCT 4" PCC SIDEWALK	SF	6000	\$ 7.00	\$ 42,000.00
504.000	11	CONSTRUCT PCC CURB RAMP	SF	640	\$ 20.00	\$ 12,800.00
504.100	12	CONSTRUCT DETECTABLE WARNING PANEL	SF	112	\$ 40.00	\$ 4,480.00
-	13	STORM SEWER ITEMS (INCLUDES REMOVAL OF EXISTING STORM SEWER)	LS	1	\$ 40,000.00	\$ 40,000.00
9100.012	14	RENTALS	HR	50	\$ 500.00	\$ 25,000.00
905.252	15	PAVEMENT MARKING AND SIGNING	LS	1	\$ 50,000.00	\$ 50,000.00
-	16	EROSION CONTROL	LS	1	\$ 50,000.00	\$ 50,000.00
	17	LIGHTING	LS	1	\$ 25,000.00	\$ 25,000.00
		BASE BID SUBTOTAL				\$ 1,007,480.00
		CONTINGENCY (15%)				\$ 151,122.00
		TOTAL				\$ 1,158,602.00

120 Giles GBOT
Ordinance

EXHIBIT 19

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN ENHANCED EMPLOYMENT AREA AND GENERAL BUSINESS OCCUPATION TAXES WITHIN SUCH AREA IN THE VICINITY OF 120TH AND GILES ROAD; AND PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

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

- I. Findings and Determinations. The Mayor and City Council hereby find, determine, declare, adopt, and approve the following:
 - A. Pursuant to Nebraska Statutes, including without limitation Neb. Rev. Stat. section 18-2142.04, and applicable provisions of La Vista Municipal Code sections 113.55 through 113.62, the City is authorized to levy a general business occupation tax upon businesses and users of space within a designated enhanced employment area that is not within a blighted and substandard community redevelopment area, based on a reasonable classification of businesses, users of space, or kinds of transaction, for the purpose of paying all or any part of the costs and expenses of authorized work within the enhanced employment area, or debt service or other costs or expenses in connection with any bonds the proceeds of which are expended for or allocated to authorized work.
 - B. Certain hotel or motel businesses and retail sales businesses on or in close proximity to the new multisport complex in the vicinity of 120th and Giles Road ("Nebraska Multisport Complex") are uniquely positioned to attract and benefit from visitors to the area for discretionary activities, including recreation, tourism, and leisure, that will place unique demands on City services, facilities, and resources. Subjecting such businesses to a general business occupation tax for purposes of raising revenues for public improvements or other authorized work within the area is fair, reasonable, just, and appropriate.
 - C. Such hotel or motel businesses and retail sales businesses form reasonable classifications of businesses, users of space, or kinds of transaction for purposes of imposing general business occupation taxes and raising revenues.
 - D. Based on these findings and in the interests of just, equitable and fair distribution of tax burdens as the City Council in its sole discretion determines appropriate, general business occupation taxes are proposed ("Proposed GBOTs") within a proposed enhanced employment area the boundaries of which shall encompass as a single unitary area all parcels, lots, right of way, creeks, or other real property described or depicted in section II below ("Proposed EEA"), the proceeds of which taxes will fund costs and expenses of authorized work within the Proposed EEA, or debt service or other costs and expenses of bonds the proceeds of which are expended or allocated for such work, pursuant to Neb. Rev. Stat. Section 18-2142.04 and Code sections 113.55 through 113.62.
 - E. The Proposed EEA is 600 acres or less, and is not blighted, substandard, or within a community redevelopment area.
 - F. In reliance upon written representations and undertakings of property owners within the Proposed EEA, new investment within the Proposed EEA will result in new employees and new investment in accordance with applicable requirements of Neb. Rev. Stat. Section 18-2142.04(2).
 - G. It is necessary, desirable, advisable, and in the best interests of the City to designate the Proposed EEA as an enhanced employment area and levy the Proposed GBOTs as general business occupation taxes upon the businesses and users of space within such area, as specified below, for the purpose of paying all or part of the costs and expenses

of authorized work within such area, or debt service and other costs and expenses of bonds the proceeds of which are expended or allocated for such purpose, pursuant to Neb. Rev. Stat. Section 18-2142.04.

- II. DESIGNATION OF ENHANCED EMPLOYMENT AREA. The City hereby designates, establishes, and approves the Proposed EEA as an enhanced employment area pursuant to Neb. Rev. Stat. Section 18-2142.04, comprised of the following parcels, lots and properties ("120 Giles Enhanced Employment Area"):

TAX LOTS 11 & 15, 17-14-12;

ALL OF TAX LOT 2A & PT OF TAX LOTS 2B1 & 3 LYING N & W OF RAILROAD R.O.W. 17-14-12;

NORTHEASTERLY PT OF TAX LOT 1A1B & NORTHWESTERLY PT OF TAX LOT 2B1 &
NORTHWESTERLY PT OF TAX LOT 3 ALL LYING S & E OF RAILROAD R.O.W. 17-14-12;

LOT 1 SOUTHPORT EAST REPLAT TWO;

LOT 1 SOUTHPORT EAST REPLAT NINE;

LOT 4 SOUTHPORT EAST REPLAT NINE;

THE ENTIRE WIDTH OF ANY PART OF EASTPORT PARKWAY IMMEDIATELY ADJACENT TO ANY PARCEL OR LOT DESCRIBED ABOVE, OR PART THEREOF, TO ITS INTERSECTION WITH GILES ROAD;

THE ENTIRE WIDTH OF ANY OTHER PUBLIC RIGHT OF WAY, OR OF ANY RAILROAD RIGHT OF WAY OR OF ANY CREEK (BANK TO BANK), IMMEDIATELY ADJACENT TO ANY SUCH PARCEL OR LOT OR PART THEREOF;

ALL RIGHT OF WAY COMPRISING THE INTERSECTION OF 120TH STREET AND GILES ROAD AND ANY OTHER IMMEDIATELY ADJACENT PROPERTY NEEDED FOR CONSTRUCTION OF TRAFFIC SIGNAL OR OTHER PUBLIC STREET IMPROVEMENTS THEREIN; AND

ANY OTHER PROPERTY, OR PARTS THEREOF, IMMEDIATELY ADJACENT TO ANY RIGHT OF WAY DESCRIBED ABOVE AS FROM TIME TO TIME NEEDED TO CONSTRUCT PUBLIC STREET OR OTHER PUBLIC IMPROVEMENTS.

- III. CLASSIFICATION OF BUSINESSES, USERS OF SPACE, OR KINDS OF TRANSACTIONS. The following classifications of businesses, users of space, or kinds of transactions are hereby found, determined, and declared to be reasonable, and such classifications are hereby established, for purposes of imposing and levying general business occupation taxes upon businesses and users of space within the 120 Giles Enhanced Employment Area pursuant to this Ordinance:

Hotel or motel business, which means engaging in a business that offers or provides temporary lodging, including without limitation any extended stay lodging, within the 120 Giles Enhanced Employment Area for fees, charges, or other consideration ("Hotel or Motel Business")

Retail sales business, which means engaging in a business of retail sales, including without limitation food, beverage and merchandise retail sales, operated on the site of

the Nebraska Multisport Complex or in other parts of the 120 Giles Enhanced Employment Area ("Retail Sales Business"), excluding any Hotel or Motel Business.

IV. GENERAL BUSINESS OCCUPATION TAX LEVY

- A. On and after the Effective Date (as defined below), the City, in addition to any other applicable occupation, sales or other taxes imposed by the City from time to time, hereby imposes and levies the following general business occupation taxes ("120 Giles GBOT") on all persons engaged in a Hotel or Motel Business or Retail Sales Business within the 120 Giles Enhanced Employment Area, the amount of which 120 Giles GBOT shall be determined as follows:

<u>Classification of Business</u>	<u>120 Giles GBOT Rate</u>
Hotel or Motel Business	120 Giles GBOT shall be calculated as 2% of total gross receipts derived by the taxpayer from room rentals of temporary lodging of any Hotel or Motel Business within the 120 Giles Enhanced Employment Area ("Hotel or Motel Business Gross Receipts"), and
Retail Sales Business	120 Giles GBOT shall be calculated as 5% of total gross receipts derived by the taxpayer from retail sales within the 120 Giles Enhanced Employment Area, as "retail sales" is defined in the Nebraska Revenue Act of 1967, as amended from time to time ("Retail Sales Business Gross Receipts").

Provided, however, the 120 Giles GBOT shall be subject to the following conditions:

1. Any person engaged in a Hotel or Motel Business shall be subject to and pay the 120 Giles GBOT on the Hotel or Motel Business, and shall be exempt from any 120 Giles GBOT on Retail Sales Businesses.
2. Gross receipts for purposes of determining the amount of any occupation taxes of any Hotel or Motel Business or Retail Sales Business pursuant to this Ordinance shall mean the total amount of receipts, revenues, consideration, donations, contributions, or monetary charges of any nature received from room rentals or retail sales, as the case may be, without any deduction on account of expenses, taxes, or other costs.
3. The 120 Giles GBOT will be levied and payable at such times and subject to applicable provisions, terms or conditions of Nebraska Statutes or the Municipal Code or other ordinances, resolutions, regulations, policies, guidance, agreements, documents, or instruments of the City, as adopted, enacted, implemented, or amended from time to time, including without limitation applicable provisions of Municipal Code Sections 113.55 through 113.62.

Taxes imposed by this Ordinance are taxes on taxpayers for the privilege of engaging in Hotel or Motel Business or Retail Sales Business occupations within the 120 Giles Enhanced Employment Area of the City, and will be binding on all owners and operators engaged in a Hotel or Motel Business or Retail Sales Business within the 120 Giles Enhanced Employment Area and their respective successors and assigns.

B. **Use of Proceeds.** Proceeds of the 120 Giles GBOT shall be deposited in a separate fund established by the City and used to pay all or part of the costs and expenses of any authorized work within the 120 Giles Enhanced Employment Area, or debt service or other costs and expenses of bonds the proceeds of which are expended or allocated for authorized work, as specified or approved from time to time by the City Council, Mayor, City Administrator, or any designee of the City Council, Mayor or City Administrator, pursuant to Neb. Rev. Stat. Section 18-2142.04 and Code Sections 113.55 through 113.62.

C. **Effective Date; Term.** The 120 Giles GBOT shall commence [REDACTED] ("Effective Date") at 4:00 a.m. and continue and remain in effect until [REDACTED], [REDACTED], unless otherwise specified by any applicable ordinance or resolution of the City. Notwithstanding anything in this Ordinance to the contrary, the 120 Giles GBOT shall remain in effect, and shall not terminate, so long as the City has bonds outstanding that have been issued pursuant to Neb. Rev. Stat. Section 18-2142.04 and are secured by the 120 Giles GBOT or state the 120 Giles GBOT as an available source for payment.

V. **SEVERABILITY.** 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 constitutionality or 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 hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

VI. **PUBLICATION AND EFFECTIVE DATE OF ORDINANCE.** This Ordinance shall be published in a legal newspaper in or of general circulation within the City or in pamphlet form in accordance with applicable law, as determined by the City Clerk to be in the best interests of the City and its residents, and shall be in full force and effect from and after its passage, approval and publication in accordance with applicable law.

PASSED AND APPROVED THIS ____ DAY OF _____, _____.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Bueth, CMC
City Clerk

GBOT Public Improvements

The following applies for purposes of GBOT Public Improvements.

Primary GBOT Public Improvements shall mean the public sidewalks, roundabout and signalization within Eastport Parkway or Giles Road right of way initially described or depicted in the immediately following two pages of this Exhibit 19(e).

Secondary GBOT Public Improvements shall mean the public ring road and parking lots initially described or depicted in the immediately following two pages of this Exhibit 19(e).

GBOT Public Improvements shall be subject to the following conditions:

1. GBOT Public Improvements shall be constructed, operated, managed, maintained, repaired, and replaced in accordance with Applicable Requirements from time to time specified by the City Engineer.
2. All plans, specifications, contracts, construction, work, progress, completion, and 120 Giles GBOT disbursement requests in connection with GBOT Public Improvements shall be subject to review and written approval of the City Engineer to his or her satisfaction. Contracts for construction of GBOT Public Improvements shall be awarded pursuant to City or alternative procurement procedures satisfactory to the City Engineer.
3. GBOT Public Improvements shall be owned by the City and upon completion immediately available for use of the City and general public, at no cost or expense, subject to such laws, rules, regulations or requirements of the City as in effect from time to time with respect to City-owned facilities that are available for use of the general public. GBOT Public Improvements shall not be limited to users or visitors of or to the NMSC Project. GBOT Public Improvements that are not constructed in existing City right of way or property shall be conveyed and dedicated to the City and use of the general public effective upon satisfactory completion by such deeds, plats or other instruments of conveyance as the City Engineer determines necessary or appropriate. NMSC agrees to execute, deliver and file with the Sarpy County Register of Deeds such plats, deeds or other instruments as the City Engineer determines necessary or appropriate to convey and dedicate GBOT Public Improvements to the City and use of the general public, free and clear of encumbrances and containing such terms and conditions as satisfactory to the Mayor, City Administrator, or City Engineer.
4. In the interests of public safety (a) overnight parking shall not be allowed in any public parking areas within the 120 Giles Enhanced Employment Area without prior approval of the City Administrator or City Engineer, and (b) GBOT Public Improvements east of Eastport Parkway right of way as specified by the Mayor, City Administrator, or Police Chief shall be closed daily from 11:00 p.m. until 6:00 a.m., or such other times as specified by the Mayor, City Administrator, or Police Chief. NMSC agrees to include in the design and construction of GBOT Public Improvements such gates, equipment, devices, and features as the City Engineer or Police Chief determines necessary or appropriate to prevent overnight parking and access when GBOT Public Improvements are closed.
5. The City designates NMSC, and NMSC at its sole cost and expense agrees, to provide or provide for the Operation and Maintenance of GBOT Public Improvements in good and working condition and repair in accordance with City standards and requirements from time to time applicable to such public improvements in the City, subject to possible payment of Operation and Maintenance costs and expenses from available proceeds of the 120 Giles GBOT, if any, pursuant to provisions of section 19 of the Agreement. NMSC shall obtain and at all times maintain in effect commercial liability insurance issued by such insurers, in such amounts, naming the City as an additional insured and containing such other terms and conditions as satisfactory to the City Engineer.

120 Giles Public Improvements

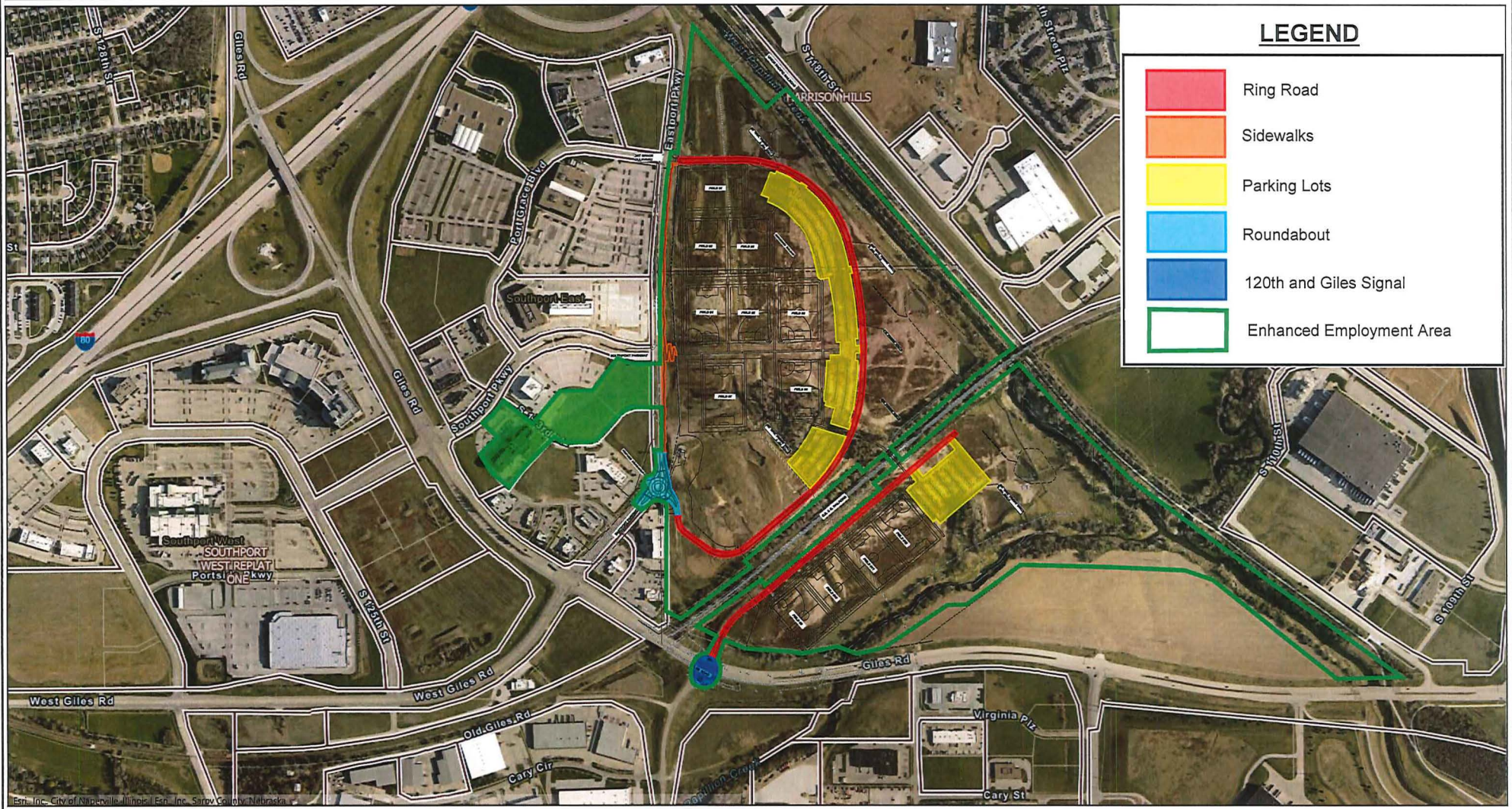
9/26/2022

Public Right of Way - Roundabout	Hard Cost - Estimate	\$ 1,200,000
	Site work - Estimate	\$ 200,000
	GC Fee - Estimate	\$ 76,611
	Design/Engineering	\$ 109,750
Sidewalks - Eastport Pkwy	Hard Cost - Estimate	\$ 200,000
	GC Fee - Estimate	\$ 15,322
	Design/Engineering	\$ 14,725
Public Parking Lots	Hard Cost	\$ 1,075,535
	Site work / Grading	\$ 582,208
	Land Cost	\$ 289,819
	Design/Engineering	\$ 42,318
Public Right of Way - Ring Road	Hard Cost	\$ 470,920
	Site work/ Grading	\$ 582,208
	GC Fee	\$ 102,869
	Land Cost	\$ 123,030
	Design/Engineering	\$ 18,203
120 Giles Signal		\$ 50,000
TOTAL		\$ 5,153,518

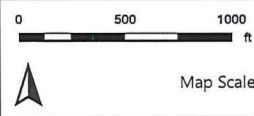
****Numbers do not contain Contingency

****Numbers do not contain capitalized interest

****Roundabout and 120/Giles are estimates - design is not con



- Ring Road
- Sidewalks
- Parking Lots
- Roundabout
- 120th and Giles Signal
- Enhanced Employment Area



Map Scale 1: 9028

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



Notes

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 18, 2022 AGENDA**

Subject:	Type:	Submitted By:
GENERAL BUSINESS OCCUPATION TAXES & RELATED REVENUE NOTE – VICINITY OF 120 TH AND GILES RD	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	BRENDA GUNN CITY ADMINISTRATOR

SYNOPSIS

A proposed Resolution would approve an Occupation Tax Revenue Note (“Revenue Note”), and a proposed Ordinance would enact general business occupation taxes (“GBOT”) upon certain businesses and users of space within a designated enhanced employment area in the vicinity of 120th and Giles Road, as requested by such businesses and users of space, for the purpose of paying all or part of the costs and expenses of public improvements or other authorized work required of Nebraska Multisport Complex in connection with development within such enhanced employment area. GBOT proceeds also may be used to pay debt service or other costs or expenses connected with the Revenue Note.

FISCAL IMPACT

Proposed actions would provide for potential Revenue Note or GBOT proceeds to pay costs and expenses of public improvements or other authorized work within the designated enhanced employment area. GBOT proceeds also may be used to pay debt service or other costs or expenses connected with the Revenue Note.

Nebraska Multisport Complex (“Nebraska Multisport”) is required to construct, perform, and pay for all public improvements and other authorized work, if proceeds of the GBOT are insufficient. The City is not obligated to provide or pay for any of such improvements or work. In addition, only GBOT proceeds can be used to make payments on the Revenue Note. If GBOT proceeds are insufficient, other City revenues or funds will not be used.

RECOMMENDATION

Approval.

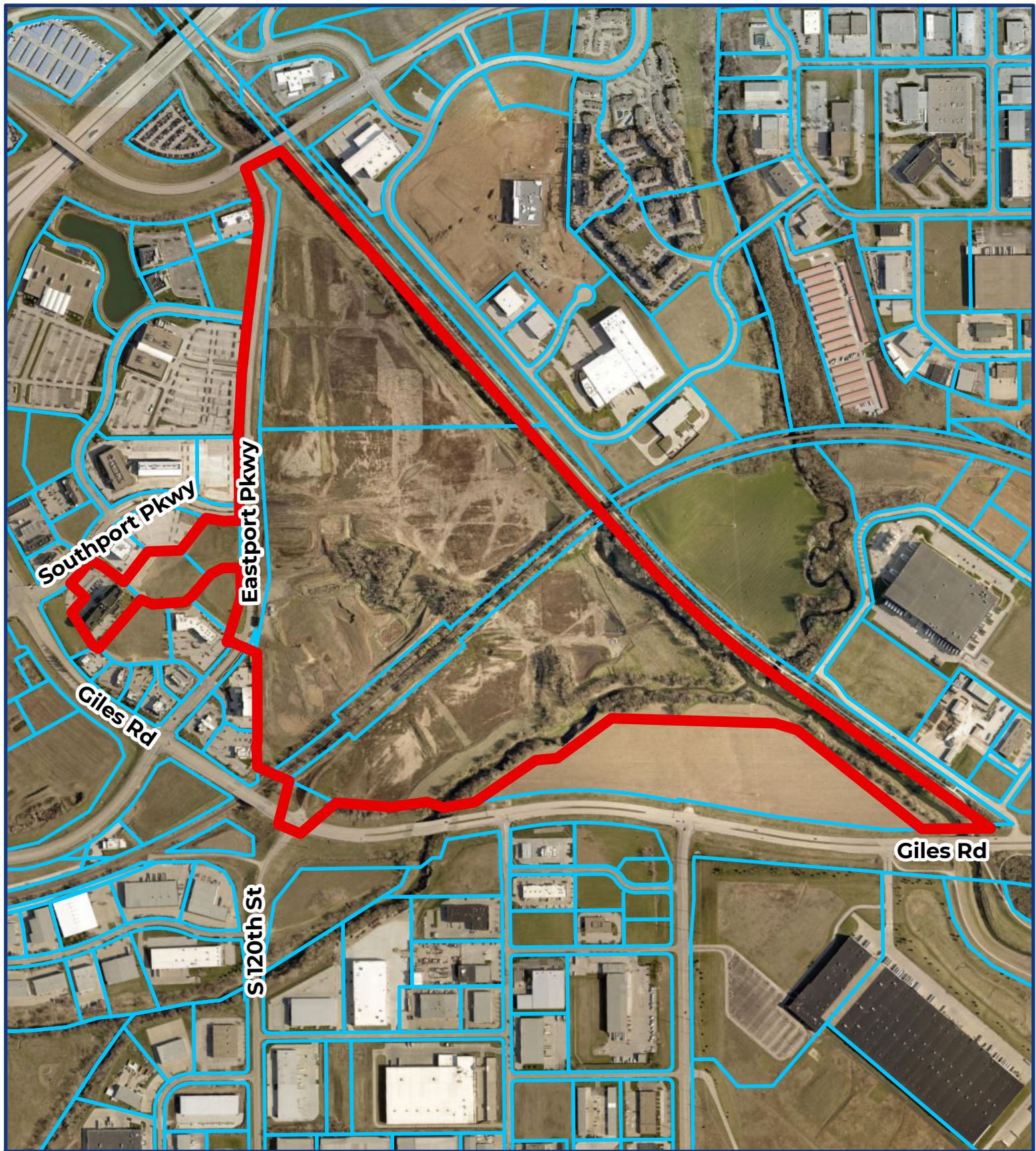
BACKGROUND

The Improvement Agreement requires Nebraska Multisport to construct, perform, and pay for all public improvements and other authorized work connected with development of the complex and adjacent areas. The City is not obligated to provide or pay for any of the improvements or work.

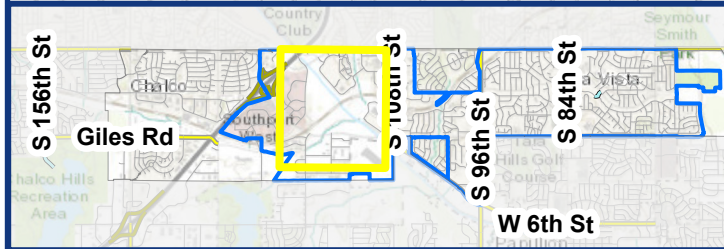
Nebraska Multisport and businesses within a designated development area - called an enhanced employment area - asked the City to levy the GBOT to provide an additional potential funding source to construct and pay for required public improvements and other authorized work. The GBOT only applies within the limited enhanced employment area in which the multisport complex and businesses are located. Developer remains solely liable for all costs and expenses of required public improvements or authorized work, for example if GBOT proceeds are insufficient. The City is not obligated to provide or pay for any of the improvements or work. In addition,

only GBOT proceeds can be used to make payments on the Revenue Note. If GBOT proceeds are insufficient, the City will not (and cannot) make payments on the Revenue Note from other City revenues or funds.



The Improvement Agreement with Nebraska Multisport provides for the GBOT to be levied on certain hotel or motel businesses and retail sales businesses on or adjacent to the multisport complex and included with the complex in the designated enhanced employment area for the purpose of paying all or any part of the costs and expenses of public improvements or other authorized work within such area, or payments connected with an Occupation Tax Revenue Note the proceeds of which are expended or allocated for such purpose. A Resolution is proposed to approve the City's Revenue Note and an Ordinance is proposed to approve the general business occupation taxes within the designated enhanced employment area.



General Orientation Map: 120 Giles Enhanced Employment Area



Legend

-  La Vista Parcels
-  Enhanced Employment Area



ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN ENHANCED EMPLOYMENT AREA AND GENERAL BUSINESS OCCUPATION TAXES WITHIN SUCH AREA IN THE VICINITY OF 120TH AND GILES ROAD; AND PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

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

- I. Findings and Determinations. The Mayor and City Council hereby find, determine, declare, adopt, and approve the following:
 - A. Pursuant to Nebraska Statutes, including without limitation Neb. Rev. Stat. section 18-2142.04, and applicable provisions of La Vista Municipal Code sections 113.55 through 113.62, the City is authorized to levy a general business occupation tax upon businesses and users of space within a designated enhanced employment area that is not within a blighted and substandard community redevelopment area, based on a reasonable classification of businesses, users of space, or kinds of transaction, for the purpose of paying all or any part of the costs and expenses of authorized work within the enhanced employment area, or debt service or other costs or expenses in connection with any bonds the proceeds of which are expended for or allocated to authorized work.
 - B. Certain hotel or motel businesses and retail sales businesses on or in close proximity to the new multisport complex in the vicinity of 120th and Giles Road ("Nebraska Multisport Complex") are uniquely positioned to attract and benefit from visitors to the area for discretionary activities, including recreation, tourism, and leisure, that will place unique demands on City services, facilities, and resources. Subjecting such businesses to a general business occupation tax for purposes of raising revenues for public improvements or other authorized work within the area is fair, reasonable, just, and appropriate.
 - C. Such hotel or motel businesses and retail sales businesses form reasonable classifications of businesses, users of space, or kinds of transaction for purposes of imposing general business occupation taxes and raising revenues.
 - D. Based on these findings and in the interests of just, equitable and fair distribution of tax burdens as the City Council in its sole discretion determines appropriate, general business occupation taxes are proposed ("Proposed GBOTs") within a proposed enhanced employment area the boundaries of which shall encompass as a single unitary area all parcels, lots, right of way, creeks, or other real property described or depicted in section II below ("Proposed EEA"), the proceeds of which taxes will fund costs and expenses of authorized work within the Proposed EEA, or debt service or other costs and expenses of bonds the proceeds of which are expended or allocated for such work, pursuant to Neb. Rev. Stat. Section 18-2142.04 and Code sections 113.55 through 113.62.
 - E. The Proposed EEA is 600 acres or less, and is not blighted, substandard, or within a community redevelopment area.

- F. In reliance upon written representations and undertakings of property owners within the Proposed EEA, new investment within the Proposed EEA will result in new employees and new investment in accordance with applicable requirements of Neb. Rev. Stat. Section 18-2142.04(2).
- G. It is necessary, desirable, advisable, and in the best interests of the City to designate the Proposed EEA as an enhanced employment area and levy the Proposed GBOTs as general business occupation taxes upon the businesses and users of space within such area, as specified below, for the purpose of paying all or part of the costs and expenses of authorized work within such area, or debt service and other costs and expenses of bonds the proceeds of which are expended or allocated for such purpose, pursuant to Neb. Rev. Stat. Section 18-2142.04.

II. DESIGNATION OF ENHANCED EMPLOYMENT AREA. The City hereby designates, establishes, and approves the Proposed EEA as an enhanced employment area pursuant to Neb. Rev. Stat. Section 18-2142.04, comprised of the following parcels, lots and properties ("120 Giles Enhanced Employment Area"):

TAX LOTS 11 & 15, 17-14-12;

ALL OF TAX LOT 2A & PT OF TAX LOTS 2B1 & 3 LYING N & W OF RAILROAD R.O.W. 17-14-12;

NORTHEASTERLY PT OF TAX LOT 1A1B & NORTHWESTERLY PT OF TAX LOT 2B1 & NORTHWESTERLY PT OF TAX LOT 3 ALL LYING S & E OF RAILROAD R.O.W. 17-14-12;

LOT 1 SOUTHPORT EAST REPLAT TWO;

LOT 1 SOUTHPORT EAST REPLAT NINE;

LOT 4 SOUTHPORT EAST REPLAT NINE;

THE ENTIRE WIDTH OF ANY PART OF EASTPORT PARKWAY IMMEDIATELY ADJACENT TO ANY PARCEL OR LOT DESCRIBED ABOVE, OR PART THEREOF, TO ITS INTERSECTION WITH GILES ROAD;

THE ENTIRE WIDTH OF ANY OTHER PUBLIC RIGHT OF WAY, OR OF ANY RAILROAD RIGHT OF WAY OR OF ANY CREEK (BANK TO BANK), IMMEDIATELY ADJACENT TO ANY SUCH PARCEL OR LOT OR PART THEREOF;

ALL RIGHT OF WAY COMPRISING THE INTERSECTION OF 120TH STREET AND GILES ROAD AND ANY OTHER IMMEDIATELY ADJACENT PROPERTY NEEDED FOR CONSTRUCTION OF TRAFFIC SIGNAL OR OTHER PUBLIC STREET IMPROVEMENTS THEREIN; AND

ANY OTHER PROPERTY, OR PARTS THEREOF, IMMEDIATELY ADJACENT TO ANY RIGHT OF WAY DESCRIBED ABOVE AS FROM TIME TO TIME NEEDED TO CONSTRUCT PUBLIC STREET OR OTHER PUBLIC IMPROVEMENTS.

- III. CLASSIFICATION OF BUSINESSES, USERS OF SPACE, OR KINDS OF TRANSACTIONS. The following classifications of businesses, users of space, or kinds of transactions are hereby found, determined, and declared to be reasonable, and such classifications are hereby established, for purposes of imposing and levying general business occupation taxes upon businesses and users of space within the 120 Giles Enhanced Employment Area pursuant to this Ordinance:

Hotel or motel business, which means engaging in a business that offers or provides temporary lodging, including without limitation any extended stay lodging, within the 120 Giles Enhanced Employment Area for fees, charges, or other consideration ("Hotel or Motel Business")

Retail sales business, which means engaging in a business of retail sales, including without limitation food, beverage and merchandise retail sales, operated on the site of the Nebraska Multisport Complex or in other parts of the 120 Giles Enhanced Employment Area ("Retail Sales Business"), excluding any Hotel or Motel Business.

IV. GENERAL BUSINESS OCCUPATION TAX LEVY

- A. On and after the Effective Date (as defined below), the City, in addition to any other applicable occupation, sales or other taxes imposed by the City from time to time, hereby imposes and levies the following general business occupation taxes ("120 Giles GBOT") on all persons engaged in a Hotel or Motel Business or Retail Sales Business within the 120 Giles Enhanced Employment Area, the amount of which 120 Giles GBOT shall be determined as follows:

<u>Classification of Business</u>	<u>120 Giles GBOT Rate</u>
Hotel or Motel Business	120 Giles GBOT shall be calculated as 2% of total gross receipts derived by the taxpayer from room rentals of temporary lodging of any Hotel or Motel Business within the 120 Giles Enhanced Employment Area ("Hotel or Motel Business Gross Receipts"), and
Retail Sales Business	120 Giles GBOT shall be calculated as 5% of total gross receipts derived by the taxpayer from retail sales within the 120 Giles Enhanced Employment Area, as "retail sales" is defined in the Nebraska Revenue Act of 1967, as amended from time to time ("Retail Sales Business Gross Receipts").

Provided, however, the 120 Giles GBOT shall be subject to the following conditions:

1. Any person engaged in a Hotel or Motel Business shall be subject to and pay the 120 Giles GBOT on the Hotel or Motel Business, and shall be exempt from any 120 Giles GBOT on Retail Sales Businesses.

2. Gross receipts for purposes of determining the amount of any occupation taxes of any Hotel or Motel Business or Retail Sales Business pursuant to this Ordinance shall mean the total amount of receipts, revenues, consideration, donations, contributions, or monetary charges of any nature received from room rentals or retail sales, as the case may be, without any deduction on account of expenses, taxes, or other costs.
3. The 120 Giles GBOT will be levied and payable at such times and subject to applicable provisions, terms or conditions of Nebraska Statutes or the Municipal Code or other ordinances, resolutions, regulations, policies, guidance, agreements, documents, or instruments of the City, as adopted, enacted, implemented, or amended from time to time, including without limitation applicable provisions of Municipal Code Sections 113.55 through 113.62.

Taxes imposed by this Ordinance are taxes on taxpayers for the privilege of engaging in Hotel or Motel Business or Retail Sales Business occupations within the 120 Giles Enhanced Employment Area of the City, and will be binding on all owners and operators engaged in a Hotel or Motel Business or Retail Sales Business within the 120 Giles Enhanced Employment Area and their respective successors and assigns.

- B. **Use of Proceeds.** Proceeds of the 120 Giles GBOT shall be deposited in a separate fund established by the City and used to pay all or part of the costs and expenses of any authorized work within the 120 Giles Enhanced Employment Area, or debt service or other costs and expenses of bonds the proceeds of which are expended or allocated for authorized work, as specified or approved from time to time by the City Council, Mayor, City Administrator, or any designee of the City Council, Mayor or City Administrator, pursuant to Neb. Rev. Stat. Section 18-2142.04 and Code Sections 113.55 through 113.62.

- C. **Effective Date; Term.** The 120 Giles GBOT shall commence [REDACTED] ("Effective Date") at 4:00 a.m. and continue and remain in effect until [REDACTED], [REDACTED], unless otherwise specified by any applicable ordinance or resolution of the City. Notwithstanding anything in this Ordinance to the contrary, the 120 Giles GBOT shall remain in effect, and shall not terminate, so long as the City has bonds outstanding that have been issued pursuant to Neb. Rev. Stat. Section 18-2142.04 and are secured by the 120 Giles GBOT or state the 120 Giles GBOT as an available source for payment.

- V. **SEVERABILITY.** 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 constitutionality or 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 hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

VI. **PUBLICATION AND EFFECTIVE DATE OF ORDINANCE.** This Ordinance shall be published in a legal newspaper in or of general circulation within the City or in pamphlet form in accordance with applicable law, as determined by the City Clerk to be in the best interests of the City and its residents, and shall be in full force and effect from and after its passage, approval and publication in accordance with applicable law.

PASSED AND APPROVED THIS _____ DAY OF _____, _____.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

RESOLUTION NO. _____

OF THE

THE CITY OF LA VISTA, NEBRASKA

ADOPTED OCTOBER __, 2022

\$ _____
OCCUPATION TAX REVENUE NOTE
(120 AND GILES PROJECT)

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE ISSUANCE OF AN OCCUPATION TAX REVENUE NOTE (120 AND GILES PROJECT), OF THE CITY OF LA VISTA, NEBRASKA, FOR THE PURPOSE OF PAYING CERTAIN PROJECT COSTS IN CONNECTION WITH THE 120 AND GILES ENHANCED EMPLOYMENT AREA; PRESCRIBING THE FORM AND DETAILS OF SUCH NOTE AND THE COVENANTS AND AGREEMENTS TO FACILITATE AND PROTECT THE PAYMENT THEREOF; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

WHEREAS, the City of La Vista, in the State of Nebraska, (the “**City**”) is a municipal corporation and first class city organized and existing under the constitution and laws of the State of Nebraska;

WHEREAS, pursuant to Section 18-2142.04, R.R.S. Neb., as amended, (the “**Act**”) the City may establish an enhanced employment area for a portion of the City under certain terms and conditions as provided in the Act;

WHEREAS, the City established the 120 and Giles Enhanced Employment Area of the City of La Vista, Nebraska, under the Act (the “**Enhanced Employment Area**”) and pursuant to an Improvement Agreement (the “**Improvement Agreement**”) between the City and Omaha Multi-Sport Complex, a Nebraska nonprofit corporation d/b/a Nebraska Multisport Complex (“**NMSC**”) approved by the Mayor and Council of the City prior to the adoption of this resolution;

WHEREAS, the Act permits the City to levy general business occupation taxes within the Enhanced Employment Area, and the City has established the 120 Giles GBOT pursuant to the Occupation Tax Ordinance (defined herein) and as described and defined in the Improvement Agreement which shall be imposed and levied within the Enhanced Employment Area (the “**GBOT**”) for the purpose of paying all or any part of the costs or expenses to design, construct, and provide the 120 Giles Authorized Work, as defined in the Improvement Agreement; and

WHEREAS, in order to pay a portion of the 120 Giles Authorized Work, it is necessary, desirable, advisable, and in the best interest of the City to issue the Occupation Tax Revenue Note (120 and Giles Project) (the “**Note**”), in a principal amount determined by an Authorized City Representative and deliver such Note to NMSC in exchange for NMSC paying the costs of the GBOT Public Improvements, as described and defined in the Improvement Agreement, to pay the costs of issuing the Note, and such Note to be issued and secured in the form and manner as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LA VISTA, NEBRASKA, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to words and terms defined elsewhere in this Resolution, the following capitalized words and terms as used in this Resolution shall have the following meanings:

“Act” means Section 18-2142.04, Reissue Revised Statutes of Nebraska, as amended.

“Authorized City Representative” means the Mayor, City Administrator or a designee of the City Administrator.

“Business Day” means a day on which the banking institutions in the City are scheduled in the normal course of operations to be open to the public.

“City” means the City of La Vista, Nebraska.

“Clerk” means the Clerk of the City of La Vista, Nebraska.

“Council” means City Council of the City of La Vista, Nebraska.

“Cumulative Outstanding Principal Amount” means the aggregate principal amount of the Note issued and outstanding from time to time in accordance with the provisions of this Resolution, as reflected in the Note Register as provided in this Resolution.

“Date of Original Issue” means the date the Note is initially issued and delivered to the Purchaser.

“Enhanced Employment Area” shall have the meaning provided in the recitals hereto.

“Government Obligations” means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Mayor” means Mayor of the City.

“NMSC” shall have the meaning provided in the recitals hereto.

“Note” means the Occupation Tax Revenue Note (120 and Giles Project) authorized and issued pursuant to this Resolution in an aggregate principal amount not to exceed \$3,500,000, with the final stated principal amount of the Note to be determined by an Authorized City Representative based on reasonable expectations for Occupation Tax Revenues to be generated during the course of the 20 year term of the Note, the interest rate of the Note, and other factors which may be appropriate in the determination of such Authorized City Officer.

“Note Counsel” means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the City.

“Note Payment Date” means such dates as determined by an Authorized City Representative and indicated in the Note, with a final maturity of not more than 20 years after the date of issuance.

“Note Register” means the books for the registration, transfer and exchange of the Note kept at the office of the Clerk.

“Occupation Tax Ordinance” means the ordinance of the City providing for the initial general business occupation taxes in the Enhanced Employment Area, passed and approved contemporaneously with this resolution.

“Occupation Tax Revenue Fund” means the fund by that name described by **Section 5.1** hereof.

“Occupation Tax Revenues” means the moneys received by the City attributable to the general business occupation tax imposed pursuant to the Occupation Tax Ordinance, as the same may be amended from time to time.

“Permitted Investments” means any securities and obligations, if and to the extent the same are at the time legal for investment of the City’s moneys held in the funds and accounts referred to in **Section 5.1** hereof.

“Project” means the costs and expenses of the 120 Giles Authorized Work, as defined in the Improvement Agreement.

“Project Costs” means the costs attributable to the Project.

“Purchaser” means NMSC or such other party designated by NMSC and acceptable to the City, as the original purchaser of the Note.

“Record Date” for the interest payable on any Note Payment Date means the 15th day (whether or not a Business Day) preceding such Note Payment Date.

“Registered Owner” or **“Note Owner”** when used with respect to any Note means the person in whose name such Note is registered on the Note Register.

“Resolution” means this Resolution as from time to time amended in accordance with the terms hereof.

“State” means the State of Nebraska.

ARTICLE II

AUTHORIZATION OF NOTE

Section 2.1. Authorization of Note. There is hereby authorized and directed to be issued a Note of the City, designated “Occupation Tax Revenue Note (120 and Giles Project),” in the principal amount of not to exceed \$3,500,000, for the purpose of paying a portion of the Project Costs, and paying the costs of issuance of the Note.

Section 2.2. Description of the Note. The Note shall be substantially in the form set forth in **Exhibit A** hereto, and shall be subject to registration, transfer and exchange as provided in **Section 2.4** hereof. The Note shall be dated the date of its initial issuance and delivery, shall mature on the final Note Payment Date (subject to prior prepayment and subject to extension as provided in **Section 3.1**), and shall bear interest, if any, at the rate per annum, as determined by the Authorized City Representative and as provided in the Note delivered to the Purchaser.

The Note shall bear interest (computed on the basis of a 360-day year of twelve 30-day months), if any, from its issuance date or from the most recent interest payment date to which interest has been paid or duly provided for.

Section 2.3. Consideration for the Note. Upon execution of the Note, it shall be registered in the name of the Purchaser and shall be delivered in consideration of payment of the Project Costs by or on behalf of the Purchaser. Proceeds of the Note may be advanced and disbursed, and thus the outstanding principal amount determined, in the manner set forth below:

(a) There shall be submitted to the City Administrator a disbursement request in a form acceptable to the Authorized City Representative (the **“Disbursement Request”**), executed by an authorized representative of the Developer, (A) certifying that a portion of the Project has been substantially completed and (B) certifying the actual costs incurred by NMSC in the completion of such portion of the Project which are eligible expenses under the Improvement Agreement as part of the Project.

(b) The Authorized City Representative shall determine whether the costs requested for reimbursement under the Disbursement Request are currently reimbursable under the Improvement Agreement. Upon determination thereof, the Authorized City Representative shall evidence such allocation in writing and inform NMSC of the amount allocated to and drawn against the Note. Such amounts shall be proceeds of the Note and the Clerk shall enter on the Note Register in writing of the date and amount of such allocation. The Clerk shall keep and maintain a record of the amounts allocated pursuant to the terms of this Resolution as “Principal Amount Advanced” and shall enter the aggregate principal amount then Outstanding as the “Cumulative Outstanding Principal Amount” on its records maintained for the Note. The aggregate amount of Disbursement Requests approved for Project Costs and allocated to the principal amount drawn on the Note shall not exceed the stated principal amount of the Note.

The City shall have no obligation to approve any Disbursement Request unless such request has been properly approved as described above.

The records maintained by the Clerk as to principal amount advanced and principal amounts paid on the Note shall be the official records of the Cumulative Outstanding Principal Amount for the Note for all purposes.

Section 2.4. Method and Place of Payment of Note. The principal of and interest on the Note shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America.

Interest on the Cumulative Outstanding Principal Amount of the Note from the date of original issue or the most recent Payment Date to which interest has been paid or duly provided for on the Note, is

payable on each Payment Date until the principal of the Note has been paid, whether at maturity or upon earlier redemption.

The principal and interest payable on the Note on any Note Payment Date shall be paid to the Registered Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed to such Registered Owner, or (b) by electronic transfer to such Registered Owner upon written notice given to the City by such Registered Owner not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. Such electronic transfer notice shall be effective until such Registered Owner gives the City written notice to the contrary.

Section 2.5. Registration, Transfer and Exchange of Note. The City covenants that it will, so long as the Note remains outstanding, cause to be kept at the office of the City books for the registration, transfer and exchange of the Note as herein provided. The Note when issued shall be registered in the name of the Registered Owner thereof on the Note Register.

The Note may be transferred and exchanged only upon the Note Register as provided in this Section. The Note is transferable only as permitted by the City in writing, and only upon the execution by such transferee of an investment letter substantially in a form approved by the City.

The City may deem and treat the person in whose name any Note is registered as the absolute owner of such Note, whether the Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on said Note and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and the City shall not be affected by any notice to the contrary.

Section 2.6. Execution, Authentication and Delivery of the Note. The Note, including any Note issued in exchange or as substitution for the Note initially delivered, shall be signed by the manual or facsimile signatures of the officers of the City. In case any officer whose signature appears on any Note ceases to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Note. The City shall deliver the Note to the Purchaser.

Section 2.7. Mutilated, Destroyed, Lost and Stolen Note. If (a) any mutilated Note is surrendered to the City, or the City receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the City such security or indemnity as may be required to save the City harmless, then, in the absence of notice to the City that such Note has been acquired by a bona fide purchaser, the City shall execute, register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Note, pay such Note when due.

Upon the issuance of any new Note under this Section, the City may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the City) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the City.

Section 2.8. Sale of Note. The delivery of the Note to the Purchaser is hereby ratified and confirmed. Delivery of the Note shall be made to the Purchaser as soon as practicable after the adoption of this Resolution.

Section 2.9. Redemption of Note . The Note is subject to redemption at the option of the City prior to the maturity thereof at any time as a whole or in part from time to time in such principal amount as the City shall determine, at a redemption price equal to 100% of the principal amount then being redeemed plus accrued interest thereon to the date fixed for redemption.

Section 2.10. Determination of Outstanding Principal Amount of Note . Notwithstanding the amount indicated on the face of the Note, the Cumulative Outstanding Principal Amount of the Note shall be determined and maintained by the Clerk. The Clerk shall make such notations in the Note Register as are required to reflect any redemptions of the Note from time to time. NMSC may examine the books of registry maintained by the Clerk upon request, and the Clerk shall grant such request as soon as reasonably practicable.

ARTICLE III

TERMS AND PAYMENT

Section 3.1. Terms and Payment. The Note shall be issued substantially in the form set forth in **Exhibit A**. The Note shall be dated the date of its initial issuance and delivery, shall become due and shall bear interest as set forth below and on the face of the Note.

On each Note Payment Date, an amount equal to all amounts then on deposit in the Occupation Tax Revenue Fund shall be due and payable, first to interest due and the remainder to principal. To the extent amounts in the Occupation Tax Revenue Fund are insufficient to pay all of the principal of or interest on the Note prior to or on the final Note Payment Date, such deficiency shall be borne entirely by the Registered Owner of the Note and NMSC without recourse of any kind to the City.

The City may prepay all or any portion of the Note at any time and from time to time without premium or penalty of any kind.

ARTICLE IV

SECURITY FOR THE NOTE

Section 4.1. Security for the Note. The Note shall be a limited, special obligation of the City payable solely from and secured as to the payment of principal and interest, subject to the provisions of **Section 4.2**, by a pledge of the Occupation Tax Revenues and no other moneys, revenues, funds or

accounts. Other than the power to impose and collect the Occupation Tax Revenues, the taxing power of the City are not pledged to the payment of the Note either as to principal or interest. The Note shall not constitute a general obligation of the City, nor shall it constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction.

Section 4.2. Pledge of Certain Funds. The moneys and securities now or hereafter held in, and moneys and securities to be deposited in the Occupation Tax Revenue Fund, and all interest and earnings thereon and proceeds thereof are hereby pledged to secure the payment of the Note. When the Note has been paid in full and discharged, then the requirements contained in this Resolution and the pledge of revenues made hereunder and all other rights granted hereby shall terminate.

Section 4.3. No Recourse. Notwithstanding any other provisions of this Resolution, neither the Registered Owner of the Note, the Purchaser, nor NMSC shall have any recourse of any kind against the City in the event of that the Occupation Tax Revenues are insufficient to pay the principal of or interest on the Note for any reason whatsoever.

ARTICLE V

CREATION OF FUNDS AND ACCOUNTS; DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 5.1. Creation of Occupation Tax Revenue Fund. There are hereby created and ordered to be established within the treasury of the City the Occupation Tax Revenue Fund (the “Occupation Tax Revenue Fund”), which shall be a separate fund.

Such fund shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the City and shall not be commingled with any other moneys, revenues, funds and accounts of the City. The Occupation Tax Revenue Fund shall be maintained and administered in the manner provided in this Resolution so long as the Note remains outstanding hereunder.

ARTICLE VI

APPLICATION OF REVENUES

Section 6.1. Application of Occupation Tax Revenue Fund. The moneys in the Occupation Tax Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Resolution. The Occupation Tax Revenues shall be determined and collected in the manner provided by law.

All amounts paid and credited to the Occupation Tax Revenue Fund shall be expended and used for the sole purpose of (a) paying the costs of issuance of the Note incurred by the City, and (b) paying the principal of and interest on the Note as and when the same become due on each Note Payment Date or as otherwise provided in **Section 3.1**.

ARTICLE VII

DEPOSIT AND INVESTMENT OF MONEYS

Section 7.1. Deposit of Moneys. Moneys in each of the fund created by and referred to in this Resolution and held by the City shall be continuously and adequately secured as provided by the laws of the State and invested in Permitted Investments.

Section 7.2. Investment of Moneys. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

ARTICLE VIII

ADDITIONAL NOTE

Section 8.1. Additional Note. The City covenants and agrees that so long as the Note remains outstanding, the City will not issue any additional bonds, notes or debt payable from the Occupation Tax Revenue Fund or any part thereof without the prior written consent of the Registered Owner.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.1. Remedies. The provisions of this Resolution, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owner. Subject to the limitations set forth in **Section 9.2**, the Registered Owner shall have the following rights:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of the Registered Owner against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Resolution or by the constitution and laws of the State of Nebraska;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owner.

Section 9.2. Remedies Cumulative. No remedy conferred herein upon the Registered Owner is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of the Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered

Owner by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by the Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to the Registered Owner, then, and in every such case, the City and the Registered Owner shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Registered Owner shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.1. Amendments. The rights and duties of the City and the Registered Owner, and the terms and provisions of the Note or of this Resolution, may be amended or modified at any time in any respect by Resolution of the City with the written consent of the Registered Owner, such consent to be evidenced by an instrument or instruments executed by the Registered Owner and duly acknowledged, and such instrument shall be filed with the City Finance Director.

Without notice to or the consent of the Registered Owner, the City may amend or supplement this Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owner.

Every amendment or modification of the provisions of the Note or of this Resolution, to which the consent of the Registered Owner is given, as above provided, shall be expressed in a Resolution adopted by the governing body of the City amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. A certified copy of every such amendatory or supplemental Resolution, if any, and a certified copy of this Resolution shall always be kept on file in the office of the Clerk and shall be made available for inspection by the Registered Owner or a prospective purchaser or owner of the Note authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental Resolution or of this Resolution will be sent by the Clerk to any such Registered Owner or prospective Registered Owner.

Notwithstanding anything to the contrary in this **Section 10.1**, before any Resolution supplementing or amending this Resolution pursuant to this **Section 10.1** shall become effective, there shall have been delivered to the City an opinion of Note Counsel stating that such supplemental Resolution is authorized or permitted by this Resolution and the Act, complies with their respective terms, will, upon the execution and delivery thereof, be valid and binding upon the City in accordance with its terms.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the Resolution of the City, duly certified, as well as proof of any required consent to such modification by the Registered Owner. It shall not be necessary to note on any outstanding Note any reference to such amendment or modification.

Section 10.2. Payments Due on Days Other Than Business Days. In any case where the date of maturity of principal of or interest on the Note or the date fixed for prepayment of any Note is not a Business Day, then payment of principal or interest need not be made on such date but may be made on the first succeeding Business Day with the same force and effect as if made on the date of maturity or the date

fixed for prepayment, with no adjustment in accrued interest for the period between such prepayment date and such first succeeding Business Day.

Section 10.3. Notices, Consents and Other Instruments by Registered Owner. Any notice, consent, request, direction, approval, objection or other instrument required by this Resolution to be signed and executed by the Registered Owner other than the assignment of the Ownership of the Note, may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owner in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of the Note, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the City with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of the Note, the amount or amounts, numbers and other identification of the Note, and the date of holding the same shall be proved by the Note Register.

Section 10.4. Further Authority. The officers of the City, including the Mayor and the Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make any changes or additions in this Resolution and the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the City's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

Section 10.5. Severability. If any section or other part of this Resolution or the Note is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

Section 10.6. Governing Law. This Resolution shall be governed exclusively by and constructed in accordance with the applicable laws of the State.

Section 10.7. Effective Date. This Resolution shall take effect and be in full force from and after its passage by the governing body of the City.

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PASSED AND APPROVED THIS ____ DAY OF OCTOBER, 2022, BY THE MAYOR AND COUNCIL OF THE CITY OF LA VISTA, NEBRASKA.

(Seal)

ATTEST:

Mayor

Clerk

EXHIBIT A
[FORM OF NOTE]

**Registered
No. 1**

Registered
Up to \$ _____
(subject to reduction as described herein)

**UNITED STATES OF AMERICA
STATE OF NEBRASKA**

CITY OF LA VISTA

**OCCUPATION TAX REVENUE NOTE
(120 AND GILES PROJECT)
SERIES 20 ____**

Interest Rate

____%

Maturity Date

_____, 20____

Issue Date

_____, 20____

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

All capitalized terms used in this Note and not otherwise defined herein shall have the meanings set forth for such terms in the resolution authorizing the issuance of this Note adopted by the City on October ____, 2022 (the “Resolution”).

The **CITY OF LA VISTA, NEBRASKA**, (the “City”) for value received, hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount reflected above, or such lesser amount reflected on the books and records of the City, upon presentation and surrender hereof at the office of the registrar and paying agent herefor, and in like manner to pay interest on the Cumulative Outstanding Principal Amount reflected on the books and records of the City at the Rate of Interest stated above, calculated on the basis of a 360-day year consisting of twelve, 30-day months, from the Date of Original Issue stated above, or the most recent interest payment date to which interest has been paid or duly provided for, as specified below, to maturity or earlier redemption, payable on _____ of each year until payment in full of such Principal Amount, beginning _____, 202__, by check or draft mailed to the Registered Owner hereof as shown on the bond registration books maintained by the City on the 15th day of the month preceding the month in which the applicable interest payment date occurs, at such Owner’s address as it appears on such bond registration books. The principal of this Bond and the interest hereon are payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

Payments hereon shall be due and payable on _____ of each year, beginning on _____, 202__, and ending on _____, 20___. Payments are to be applied first to interest due and the remainder to principal. The principal and interest payable on this Note on any payment date shall be paid to the person in whose name this Note is registered at the close of business on the 15th day (whether or not a business day) of the calendar month first preceding such payment date (a) by check or draft mailed by the City to such Registered Owner, or (b) by electronic transfer to such registered owner upon written notice given to the City by such Registered Owner not less than 15 days prior to such record date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such registered owner wishes to have such transfer directed. The principal of and interest on this Note shall be payable in lawful money of the United States of America.

This Note is a duly authorized Note of the City designated "Occupation Tax Revenue Note (120 and Giles Project)." The Note is being issued for the purpose of paying a portion of the Project Costs in connection with the Project, and paying costs related to the issuance of the Note, under the authority of and in full compliance with the constitution and laws of the State of Nebraska, including particularly the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended, and pursuant to the Resolution.

The records maintained by the City Finance Director as to the principal amount issued and principal amounts paid on this Note shall be the official records of the Cumulative Outstanding Principal Amount of this Note for all purposes.

At its option, the City may prepay all or any portion of the Note at any time and from time to time without premium or penalty of any kind. The Note is subject to redemption and payment in accordance with the terms and conditions as set forth in the Resolution.

The Note is a special obligation of the City payable solely from and secured as to the payment of principal and interest by a pledge of Occupation Tax Revenues deposited in the Occupation Tax Revenue Fund, as more fully provided in the Resolution.

Other than the imposition and collection of the Occupation Tax Revenues, the taxing power of the City are not pledged to the payment of the Note either as to principal or interest. The Note shall not constitute a general obligation of the City, nor shall it constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. Reference is made to the Resolution for a description of the covenants and agreements made by the City with respect to the collection, segregation and application of the Occupation Tax Revenues to pay the Note, the nature and extent of the security for the Note, the rights, duties and obligations of the City with respect thereto, and the rights of the Registered Owner thereof.

Reference is hereby made to the Resolution, a copy of which is on file in the office of the City Clerk, and to all of the provisions of which the Registered Owner of this Note by its acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for this Note; the Occupation Tax Revenues pledged to the payment of the principal of and interest on this Note; the nature and extent and manner of enforcement of the pledge; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Registered Owner of this Note; the rights, duties and obligations of the City and the Registrar thereunder; the terms and provisions upon which the liens, pledges, charges, trusts and covenants made therein may be discharged at or prior to the maturity or redemption of this Note, and this Note thereafter no longer be secured by the Resolution.

This Note is subject to redemption prior to maturity, at the option of the City, in whole or in part at any time at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest on such principal amount to the date fixed for redemption. Reference is hereby made to the Resolution for a description of the redemption procedures and the notice requirements pertaining thereto.

This Note may be transferred and exchanged only upon the Note Register as provided in the Resolution. This Note is transferable only to banks, other financial institutions or accredited investors (as defined in Rule 501 of Regulation D of the Securities Act of 1933) and only upon the execution by such transferee of an investment letter in such form as approved by an Authorized City Representative (as defined in the Resolution). Upon surrender hereof at the principal office of the City Clerk, the City shall transfer or exchange this Note for a new Note of the same maturity and in the same principal amount as the principal amount outstanding on this Note at such time. The City may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until this Note has been executed by the City.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Note have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Note, provision has been duly made for the collection and segregation of the Occupation Tax Revenues and for the application of the same as hereinbefore provided.

IN WITNESS WHEREOF, THE CITY OF LA VISTA, NEBRASKA, has executed this Note by causing it to be signed by the manual or facsimile signature of the Mayor of the City of La Vista, Nebraska and attested by the manual or facsimile signature of the Clerk of the City of La Vista, Nebraska, and its official seal to be affixed hereto or imprinted hereon.

CITY OF LA VISTA, NEBRASKA

This Note is the Note of the issue described in the within-mentioned Resolution.

By: _____
Mayor

Registration Date: _____, 202__

(Seal)

ATTEST:

By: _____
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints agent to transfer the within Note on the books kept by the City for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular.

Signature Guaranteed By:

[Name of Eligible Guarantor Institution (as defined by SEC Rule 17Ad-15 (12 CFR 240.17Ad-15) or any similar rule which the City deems appropriate)]

By _____
Title: _____

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**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 18, 2022 AGENDA**

Subject:	Type:	Submitted By:
BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RYAN SOUTH INFORMATION TECHNOLOGY MANAGER

SYNOPSIS

A resolution has been prepared to adopt the Business Continuity and Disaster Recovery Plan.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

On July 6, 2021, the City Council approved a contract with Moss Adams for the preparation and development of a Business Continuity and Disaster Recovery Plan. The need for such a plan was identified in both the Citywide Strategic Plan and in the Information Technology Strategic Plan.

The purpose of the Business Continuity Disaster Recovery Plan is to identify the people, processes, partners and technologies required for recovery of the City's business functions and the logical and physical assets that support the City's most critical systems and operations.

Moss Adams worked with City staff and Sarpy County Information Systems to gather information and data and to get a full understanding of City operations, systems, and technologies to develop the City's Business Continuity and Disaster Recovery Plan.

RESOLUTION NO. _____

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA
TO ADOPT THE BUSINESS CONTINUITY 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, on July 6, 2021, the City Council approved a contract with Moss Adams for the preparation and development of a Business Continuity and Disaster Recovery Plan; and

WHEREAS, Moss Adams worked with City staff and Sarpy County IT to gather information and data, and to get a full understanding of operations, systems and technologies; and

WHEREAS, the purpose of the Business Continuity Disaster Recovery Plan is to identify the people, processes, partners and technologies required for recovery of the City's business functions and the logical and physical assets that support the City's most critical systems and operations; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby adopt the Business Continuity and Disaster Recovery Plan.

PASSED AND APPROVED THIS 18TH DAY OF OCTOBER 2022.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 18, 2022 AGENDA**

Subject:	Type:	Submitted By:
INTERLOCAL AGREEMENT – APPLEWOOD CREEK TRAIL NRD PROJECT REIMBURSEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared approving an Interlocal Agreement with the Papio-Missouri River Natural Resources District (NRD) for reimbursement of project costs in an amount not to exceed \$250,000 for the local match for the construction costs of the Applewood Creek Trail project.

FISCAL IMPACT

The FY23/FY24 Biennial Budget provides funding for the project.

RECOMMENDATION

Approval.

BACKGROUND

The City of La Vista applied for the Trails Assistance Program grant from the NRD to cover up to \$250,000 of the anticipated \$600,000 local cost share of the Applewood Creek Trail project. As the project is now being constructed, the NRD wishes to memorialize the award in an interlocal agreement as to best fit their budgeting practices.

A copy of the agreement is attached for review.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AN INTERLOCAL AGREEMENT WITH THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (PMNRD) FOR REIMBURSEMENT OF PROJECT COSTS IN AN AMOUNT NOT TO EXCEED \$250,000. FOR THE CONSTRUCTION COSTS OF THE APPLEWOOD CREEK TRAIL.

WHEREAS, the Mayor and Council of the City of La Vista determined the development and construction of the Applewood Creek Trail is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for the project; and

WHEREAS, the reimbursement will reduce the local cost share of the Applewood Creek Trail; and

WHEREAS, the City applied for cost-sharing assistance from the NRD for a portion of the costs of the project; and

WHEREAS the Board of Directors of the NRD approved the project for cost-share assistance; and

WHEREAS the NRD is requesting to enter into an Interlocal Agreement with the City of La Vista,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing an interlocal agreement with the Papio-Missouri River Natural Resources District (PMNRD) for reimbursement of project costs in an amount not to exceed \$250,000. for the construction costs of the Applewood Creek Trail.

PASSED AND APPROVED THIS 18TH DAY OF OCTOBER 2022.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

INTERLOCAL COOPERATION AGREEMENT

Between

THE CITY OF LA VISTA, NEBRASKA

And

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

For

APPLEWOOD CREEK TRAIL- TRAILS ASSISTANCE PROGRAM

THIS AGREEMENT (hereinafter “**THIS AGREEMENT**”) is made by and between the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (“the **NRD**”) and the **CITY OF LA VISTA, NEBRASKA** (“the **CITY**”), pursuant to the authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §§13-801, *et seq.*).

WHEREAS, the NRD administers its Trails Assistance Program (the “**PROGRAM**”), which provides cost sharing with local governmental entities for the development and construction of recreational trails; and,

WHEREAS, the CITY desires to develop and construct the Applewood Creek Trail within the CITY’s jurisdiction (“the **PROJECT**”); and,

WHEREAS, the CITY desires to receive cost-sharing assistance from the NRD for a portion of the costs of the PROJECT through the PROGRAM; and,

WHEREAS, the Board of Directors of the NRD has approved the PROJECT for participation in the PROGRAM.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants of parties hereinafter expressed, the parties hereby agree as follows:

1. PROJECT BENEFITS. The parties do hereby find and determine that the PROJECT will be of predominantly general benefit to the CITY and the NRD, with only an incidental special benefit.

2. PROJECT PARTICIPANTS. The PROJECT shall be undertaken without any separate entity being created, and the duties and responsibilities of the parties with respect to the PROJECT shall be as defined by THIS AGREEMENT.

3. PROGRAM REQUIREMENTS. The CITY shall comply with the requirements for the PROGRAM as promulgated by the NRD and set forth in the NRD's Directors Policy Manual. THIS AGREEMENT and the PROGRAM'S requirements shall be construed in a manner giving full effect to both. In the event there is an unavoidable conflict between a specific provision of THIS AGREEMENT and a specific provision of the PROGRAM'S requirements, THIS AGREEMENT shall control.

4. APPLICATION AND SUBMISSION OF PLANS. The CITY'S application and documents accompanying that application to the PROGRAM are attached hereto as EXHIBIT A, and are incorporated into THIS AGREEMENT.

Prior to commencing performance of the relevant phase of the PROJECT, the CITY shall submit to the NRD the PROJECT plans, bid documents, construction contract, and implementation schedules (collectively the "DOCUMENTS"). If during any phase of the PROJECT, there are material changes to the application or the DOCUMENTS, the CITY shall timely inform the NRD, in writing, of the material change and submit an updated version of the relevant document or documents that were impacted by the material change.

5. NRD TECHNICAL ASSISTANCE. The NRD shall provide technical assistance to the CITY regarding the PROJECT within the limits of its expertise, as may be requested by the CITY.

6. RIGHTS-OF-WAY ACQUISITION. Lands, easements and rights-of-way, which the CITY determines is necessary for construction of the PROJECT or for the permanent operation, maintenance, repair, replacement, management and regulation of the PROJECT ("the **PROJECT RIGHTS-OF-WAY**"), shall be obtained by the CITY, which shall hold title thereto. The costs of the PROJECT RIGHTS-OF-WAY shall be deemed to be a cost of the PROJECT.

7. PERMITS. All necessary local, state and federal permits, which the CITY determines are necessary for construction of the PROJECT or for the permanent operation, maintenance, repair, replacement, management and regulation of the PROJECT, shall be obtained by the CITY, which shall hold the same. The cost of such permits shall be deemed a cost of the PROJECT.

8. UTILITY RELOCATIONS. The CITY shall be solely responsible for relocation of any utilities that are determined to interfere with construction of the PROJECT, or with the operation, maintenance, repair, replacement, management or regulation of the PROJECT. The cost of such utility relocations shall be deemed to be a cost of the PROJECT.

9. DESIGN CONTRACT FOR PROJECT. The CITY shall retain an engineering firm to design the PROJECT. The cost of retaining an engineering firm for the PROJECT shall be deemed to be a cost of the PROJECT.

10. CONSTRUCTION CONTRACT FOR PROJECT. The CITY shall solicit competitive sealed bids for construction of the PROJECT. The provisions of the construction contract shall include, but not be limited to, covenants and conditions providing that the NRD shall be named as an additional insured in all insurance provided to the CITY by the contractor.

11. COMPETITIVE BIDS. Within a reasonable time after CITY'S receipt and opening of sealed bids for construction of the PROJECT, the CITY shall deliver a summary thereof to the NRD, together with the identification by the CITY of the bidder whom the CITY determines is the lowest responsible bidder. The CITY shall accept such bid and shall award to such bidder the contract to construct all or one or more portions of the PROJECT (the "CONTRACTOR"). In the event that the CITY selects a bidder who did not submit the lowest bid, the CITY shall provide a written explanation of its decision to select a higher bid to the NRD. The CITY, through the CONTRACTOR, shall construct the PROJECT in accordance with the plans and specifications the CITY submitted to the NRD.

12. NRD CONTRIBUTION. As its contribution(s) towards the aforesaid costs of the original engineering and construction and of the PROJECT ("the **NRD CONTRIBUTION**"), the NRD shall reimburse the CITY for up to a total of \$250,000 for

the costs of the PROJECT. The NRD CONTRIBUTION shall be paid no earlier than NRD'S 2023 fiscal year and shall not exceed \$250,000.

The CITY shall provide an invoice(s) to the NRD detailing all of the billings and costs for which it seeks reimbursement prior to the NRD paying any of the installments. Each installment shall be paid to the CITY within 45 days of the CITY'S submission to the NRD of the invoice(s) referenced above. Under no circumstances shall the NRD CONTRIBUTION exceed the total sum of \$250,000, nor shall the NRD be responsible for paying any monies related to the PROJECT in excess of \$250,000.

The CITY shall be solely responsible to pay all other costs and expenses associated with the PROJECT, including but not limited to the operation and maintenance of the PROJECT, without any further NRD reimbursement or contribution. Any State, Federal, foundation or other grants received by either of the parties at any time for purposes of offsetting costs and expenses of the PROJECT shall be credited to both parties in equal shares against their respective obligations hereunder for costs and expenses of the PROJECT.

The CITY shall publicly acknowledge the NRD'S contribution to the PROJECT on a permanent sign, plaque, or other fixture (containing at a minimum the NRD'S name and logo), to be maintained by the CITY for the life of the PROJECT.

13. ABANDONMENT OF THE PROJECT. In the event the CITY abandons the PROJECT prior to its completion, the NRD shall not be responsible for any costs, payments, or billings related to the PROJECT. If at the time of abandonment, the NRD has paid the CITY an installment of the NRD CONTRIBUTION or any other monies related to the PROJECT, the CITY shall return and refund any and all installment(s) or monies related to the PROJECT paid by the NRD to the NRD.

14. OPERATION AND MAINTENANCE OF THE PROJECT. After completion of PROJECT and CITY acceptance of the PROJECT from the CONTRACTOR, the CITY, at its own and sole cost and expense, shall permanently operate, maintain, repair, replace, manage and regulate the PROJECT during its useful life, as the CITY determines necessary, and in accordance with applicable and generally-accepted engineering practices, state and federal statutes and regulations.

15. RISK OF LOSS. The CITY shall have the insurable interest in, and shall bear the sole risk of loss of or damage to, the PROJECT and all PROJECT components, whether such loss or damage results from flood or other casualty whatsoever.

16. INDEMNIFICATION. The CITY shall indemnify and hold the NRD harmless from and against all liability and damages resulting from the PROJECT, including but not limited to the design, construction, operation, or maintenance of the PROJECT, and against all demands, causes of action, and claims arising therefrom including court costs and attorney fees, except as may be caused by the negligence or willful misconduct of the NRD.

17. NON-DISCRIMINATION. The parties hereto shall not, in the performance of THIS AGREEMENT, discriminate or permit discrimination by any of its contractors in violation of federal or state laws or local ordinances because of race, disability, color, sex, age, political or religious opinions, affiliations or national origin.

18. ENTIRE AGREEMENT. THIS AGREEMENT contains the entire agreement between the parties, and each party hereto agrees that neither the other party, nor any of the officers, agents, employees or contractors of the other party, have made any representations or promises with respect to the PROJECT not expressly contained herein.

19. NOTICES. All notices herein required shall be in writing and shall be served on the parties at their principal offices, or at such other address as either party may hereafter designate to the other party in writing for service of notice to itself. The mailing of a notice by certified or registered mail, return receipt requested, or delivery thereof by messenger, shall be sufficient service hereunder.

20. BINDING EFFECT. The provisions of THIS AGREEMENT shall inure to the benefit of, and shall be binding upon, the successors in interest and assigns of the respective parties hereto.

21. APPLICABLE LAW. Each party to THIS AGREEMENT shall follow all applicable federal and state statutes and regulations in carrying out the faithful performance of THIS AGREEMENT. Nebraska law will govern the terms and the performance under THIS AGREEMENT.

22. SEVERABILITY. In the event any portion of THIS AGREEMENT is held invalid or unenforceable for any reason, it is agreed that any such invalidity or unenforceability shall not affect the remainder of THIS AGREEMENT, the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of THIS AGREEMENT so as to render it valid, reasonable and enforceable.

23. CAPTIONS. Captions used in THIS AGREEMENT are for convenience and not for use in the construction of THIS AGREEMENT.

24. Counterparts. THIS AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed THIS AGREEMENT, on the respective dates hereinafter indicated, pursuant to authorizing resolutions duly adopted at regularly-called meetings of their governing bodies.

The CITY has executed THIS AGREEMENT on _____, 2022.

The CITY of LA VISTA

By _____
DOUGLAS KINDIG, Mayor

Attest:

City Clerk
Approved as to Form:

City Attorney

The NRD has executed THIS AGREEMENT on _____, 2022.

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

By _____
JOHN WINKLER, General Manager

EXHIBIT A



Trails Assistance Program – Application Form

Project name APPRECCO CREEK TRAIL
Project location (attach location map) 101ST STREET & BREATHWOOD DRIVE, LA VISTA
Sponsor organization CITY OF LA VISTA, NEBRASKA
Sponsor address 9900 POTAL ROAD
City LA VISTA State NE ZIP 68128
Contact person PAT DOWSE
Title CITY ENGINEER
Email address pdowse@cityoflavista.org Daytime phone 402-331-8927

Description of project (attach additional sheets as needed)

SEE ATTACHED PROJECT DESCRIPTION & FACT SHEET.
CONSTRUCTION IS ANTICIPATED IN THE 2022 SEASON.

Total estimated cost \$ 2,500,000.00 Cost share request \$ 250,000.00

[Signature]
Signature

3/16/2021
Date

CITY ENGINEER
Title



March 18, 2021
Mr. Eric Williams
Natural Resources Planner
Papio-Missouri River Natural Resources District
8091 S. 164th Street
Omaha, NE 68138

Mr. Williams,

Thank you for the opportunity to submit the Applewood Creek Trail project for consideration for Trails Assistance Program. This project is also recognized as TAP-77(61); C.N. 22757 as the project is receiving TAP funding through MAPA, in which the City of La Vista is anticipating a 20% cost share of the total project costs. The project is currently in Preliminary Design, which will be moving towards Final Design upon completion of the NEPA documentation process. As it stands currently, the project is anticipated to be let in late 2021, with construction to begin in early 2022, with completion within one construction season.

There have been some adjustments in design since the Plan in Hand that took place in late 2019, namely the proposed underpass under Giles Road was proposed to be realigned as to reduce the amount of project disturbance downstream of the existing box culvert. Please see the attached fact sheet resending the original alignment and updated aerial representing the revised alignment. As these costs are in process of being tabulated, the current project costs are being estimated at \$2,500,000.00, to which the City is requesting the program match of \$250,000.00, understanding that the cost share rate maximum of this program is 50% of the local share of the project. As the estimates are further refined and the understood local match is calculated, the City will relay these cost figures to the PMRNRD as to adjust the anticipated cost share amount.

Please feel free to let me know if you need additional information regarding this project, or if you have any questions. Thank you for the opportunity to submit for this project.

Sincerely,

Patrick M. Dowse
City Engineer

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

July 2020

Applewood Creek Trail
Trail Construction Project
TAP-77(61); C.N. 22757

LOCATION: The proposed **Applewood Creek Trail** project would involve construction of a new 0.70 mile trail located in the City of La Vista, Sarpy County. The trail would be located in an area defined as the Portal Greenway in the City's Parks and Recreation Master Plan. The proposed trail would connect the two existing trails in the Portal Greenway, which currently end in the Cimarron Woods and Portal Ridge neighborhoods. The trail would begin behind the home near 7602 South 101st Street and end behind the home near 8409 South 103rd Street. Construction may begin and/or end approximately 500 feet ahead of or beyond the actual project limits to accommodate transitioning the pavement.

PURPOSE AND NEED: The purpose of the Applewood Creek Trail project is to improve and expand alternative transportation options and recreation opportunities in the City of La Vista (City), and to improve connectivity or access to other local and regional trails. The need for the new trail project is to complete the existing trail network in the Portal Greenway by providing a connection between the existing trail segments that end in the Cimarron Woods and Portal Ridge neighborhoods. The connection would cross beneath Giles Road, providing a convenient and safe crossing to promote use of this trail.

SCOPE OF WORK: The improvements on this project consist of a new 10-foot wide concrete trail with earth shoulders. A 14-foot wide by approximately 70-foot long pedestrian bridge would be constructed for the trail to cross Applewood Creek. The trail would cross beneath Giles Road in a new 12-foot-wide by approximately 160-foot-long box culvert. Work would also occur at the existing box culvert at Giles Road that conveys Applewood Creek. Pavement removal and replacement would occur for sidewalks, trails, roadway (Giles Road), and curbs and gutters.

PROJECT SCHEDULE: The proposed project is currently in the preliminary design phase. The project is tentatively scheduled for construction in 2022.

RIGHT-OF-WAY: This project would require the acquisition of additional property rights, which could include new right of-way (ROW), control of access (CA), permanent easements (PE), and/or temporary easements (TE). If your property is impacted by this project, you will be contacted by a representative once the design footprint has been established. Access to adjacent properties would be maintained during construction, but may be limited at times due to construction phasing requirements.

POTENTIAL IMPACTS: The trail corridor is anticipated to have minor impacts to wetland resources along the project. The trail is also anticipated to impact publicly owned parks or recreation areas. The back side of this handout describes anticipated impacts to the parks and recreation areas.

ACCOMMODATION OF TRAFFIC: This project would be constructed under traffic with lane closures controlled by appropriate traffic control devices and practices. Phasing requirements for the trail under-crossing beneath Giles Road would temporarily impact access to nearby intersections. Giles Road traffic would be reduced to one-lane in each direction between approximately South 107th Street and South 99th Street/Val Verde Drive. Access to South 101st Street and South 103rd Street from Giles Road would be partially or fully closed during construction of the project. Alternative access is available. Details would be determined during final design.

ESTIMATED COST: The project is estimated to cost \$2.5 million, which includes design, inspection, additional ROW, and construction costs. The project would be funded with 80% Federal Transportation funds and 20% local funds provided by the City of La Vista.



U.S. Department
of Transportation
**Federal Highway
Administration**

For More Information:

**SCHEMMER
DOUG HOLLE**
1044 N. 115th Street
Suite 300
Omaha, NE 68154-4436
402-431-6206
dholle@schemmer.com

For More Information:

**CITY OF LA VISTA
PAT DOWSE**
9900 Portal Road
La Vista, Nebraska 68128
402-331-8927
pdowse@cityoflavista.org



SECTION 4(f) EVALUATION – The Applewood Creek Trail project is funded with Federal transportation funds. Due to the use of these funds, the project must adhere to the National Environmental Policy Act (NEPA) and Section 4(f) of the U.S. Department of Transportation Act. Section 4(f) evaluates impacts to public parks, recreation areas and wildlife or waterfowl refuges, and historic sites during the development of transportation projects. The proposed trail is anticipated to impact portions of Portal Greenway, Sanitary Improvement District (SID) 237 Trail and Sanitary Improvement District (SID) 276 Trail which are considered Section 4(f) resources. Descriptions of anticipated impacts to each Section 4(f) resource are described further below.

Portal Greenway – The Portal Greenway is a planned open space greenway park along Applewood Creek that is publicly owned and open to the public, therefore, it is considered Section 4(f) property. The project would result in a use of Portal Greenway due to the trail construction. The trail would enhance the use of Portal Greenway by providing greater access to the area.

SID 237 Trail – The Applewood Creek Trail would connect to the existing SID 237 Trail and require reconstruction of a portion of the existing trail. The existing SID 237 trail would remain open during construction of the Applewood Creek Trail.

SID 276 Trail – The Applewood Creek Trail would connect to the existing SID 276 Trail and require reconstruction of a portion of the existing trail and its connection to the sidewalk along the south side of Giles Road. The connection to the SID 276 Trail from Giles Road would be closed during construction of the Applewood Creek Trail. Alternate access points to the SID 276 Trail between Giles Road and Portal Road are available and will remain open during construction of the Applewood Creek Trail

A component of NEPA and the Section 4(f) evaluation is to gather public comment on the project and comments on the anticipated impacts to these resources. Therefore, please use the comment sheets provided to comment on the project in general or on anticipated impacts to Section 4(f) resources. Comments can also be relayed to the members of the project team as identified on this information sheet.

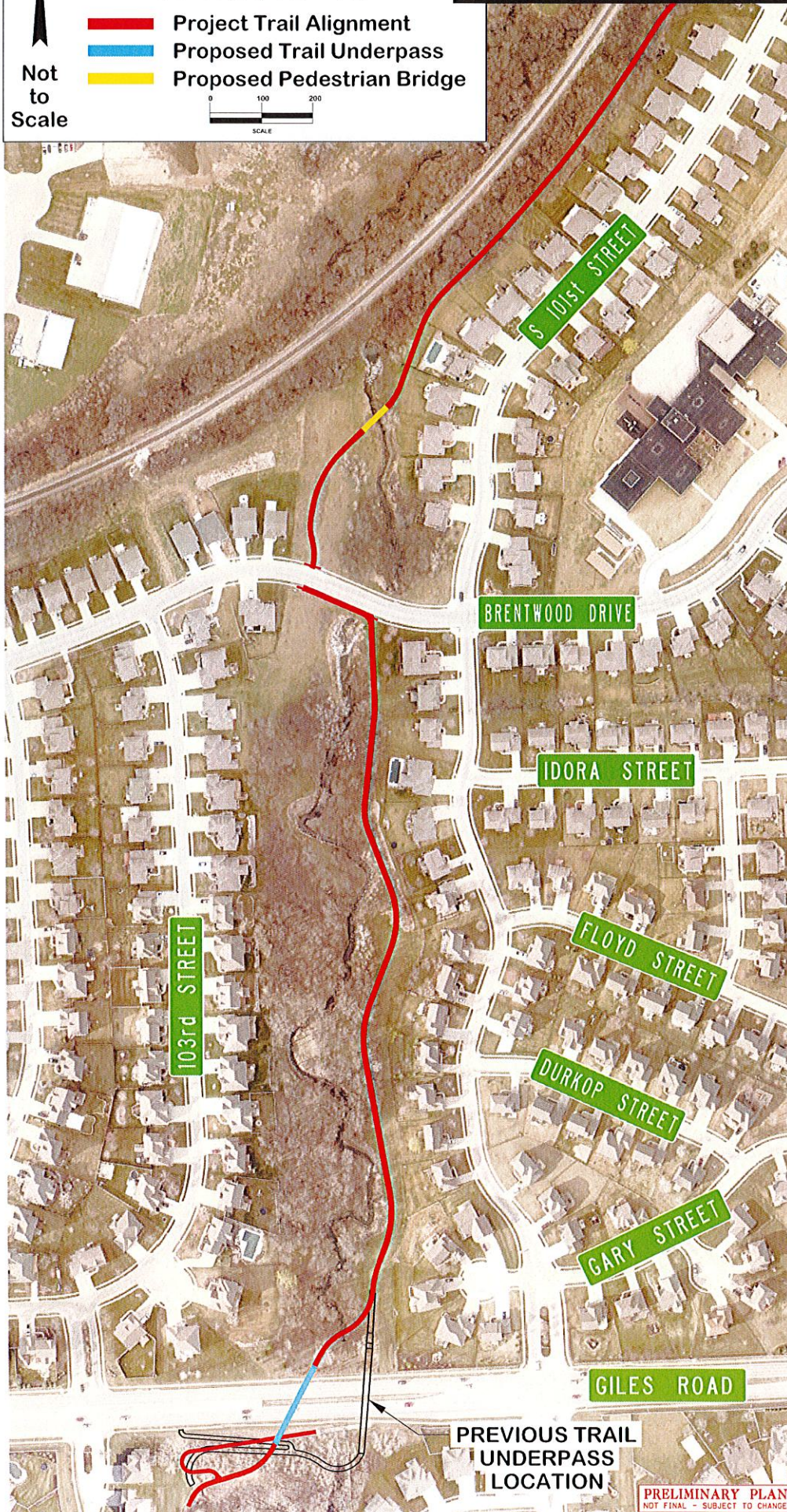
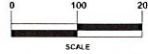
N

Applewood Creek Trail
LaVista, Nebraska
TAP-77(61) CN 22757

Attachment to follow-up letter to stakeholders the week
of December 7, 2020

Not
to
Scale

- Project Trail Alignment
- Proposed Trail Underpass
- Proposed Pedestrian Bridge



PREVIOUS TRAIL
UNDERPASS
LOCATION

PRELIMINARY PLAN
NOT FINAL - SUBJECT TO CHANGE

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 18, 2022 AGENDA**

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT – AUTHORIZE AMENDMENT NO. 1	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to approve Amendment No. 1 to the Professional Services Agreement with Olsson, Inc to provide certain special inspections and construction materials testing associated with the Link project for an additional amount of \$48,925 for a total contract amount not to exceed \$89,065.

FISCAL IMPACT

The FY23/FY24 Biennial Budget includes funding for these services.

RECOMMENDATION

Approval.

BACKGROUND

The Link project requires certain Owner provided Special Inspections and Construction Materials Testing for the earthwork, utility backfill, pipe pile foundations, and reinforced concrete work within the project. Olsson's initial scope of work that was approved on June 7, 2022, was related to the initial bid package produced by RDG. Subsequent bid packages and a deeper understanding of the required testing has allowed for Olsson, Inc to refine their scope of work to encompass the remaining anticipated testing and special inspections required to confirm contractor conformance with the project plans and specifications.

A copy of the scope is attached.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1 TO A PROFESSIONAL SERVICES AGREEMENT WITH OLSSON, INC FOR CERTAIN SPECIAL INSPECTIONS AND MATERIALS TESTING ASSOCIATED WITH THE LINK PROJECT FOR AN ADDITIONAL AMOUNT OF \$48,925.00 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$89,065.00.

WHEREAS, the City Council of the City of La Vista has determined that bridge inspection services are necessary; and

WHEREAS, the FY23/FY24 Biennial Budget includes funding for this project;

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 expenditure over \$5,000.00.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the execution of Amendment No. 1 to a professional services agreement with Olsson, Inc for certain special inspections and materials testing associated with the Link project for an additional amount of \$48,925.00 for a total contract amount not to exceed \$89,065.00.

PASSED AND APPROVED THIS 18TH DAY OF OCTOBER 2022.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

LETTER AGREEMENT AMENDMENT #1



Date: September 26, 2022

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated June 1st, 2022, between City of La Vista ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project Description: Bid Package 02 - City of La Vista Pavilion & Site Improvements
Project Location: 9302 City Center Drive, La Vista, NE

PROJECT UNDERSTANDING

Olsson understands the project will consist of public improvements within Central Park, including a two-story pavilion structure with approximate area of 10,000 square feet. The pavilion structure will consist mainly of steel framing supported by cast-in-place spread footings. The project will also include construction of a boardwalk structure supported by a composite driven pipe pile deep foundation system. Additional improvements will include covered and open-air plaza spaces, pedestrian connections, water features, gravity retaining wall, associated utilities and will provide pedestrian connectivity between Central Park and the adjacent Mixed-Use Redevelopment Project area in the form of stairs and an accessible path.

Olsson understands special inspections and testing services for bid package 02 under this amendment includes interior and exterior subgrades; pavilion structure cast-in-place foundation walls, steel framing, masonry construction, interior flatwork, cast-in-place site walls and retaining walls, structural backfill of site walls, Redi-Rock gravity wall construction, stairways, sidewalks, recreation trail connection, plaza areas, and pavement construction.

SCHEDULE OF FEES

Olsson shall provide the following services (Scope of Services) to the Client for the Project:

Scope of Work		Estimated Budget	Fee Type	Authorization
Task I	Bid Package 01 - Special Inspections and Materials Testing	\$24,840.00	Time & Expense	Approved per letter agreement dated 6/1/2022
Task II	La Vista City Centre SWPPP Inspection services – 17-month duration	\$15,300.00	Time & Expense	Approved per letter agreement dated 6/1/2022
Amendment #1 - Bid Package 02 Inspections and Testing Services		\$48,925.00	Time & Expense	Accept: _____
New Total Contract Amount		\$89,065.00	Time & Expense	

Field Services*

Technician	per hour	60.00
Technician Overtime	per hour	90.00

Administrative and Engineering Services

Administrative	per hour	55.00
Project Manager	per hour	115.00
Geotechnical Engineer	per hour	125.00

Travel and Reimbursable Expenses

Mileage (Estimated at \$5 per trip)	per mile	0.75
Other	Cost + 10%	

Laboratory Testing and Equipment

Standard Proctor- soils	per test	170.00
Standard Proctor- aggregate	per test	220.00
Modified Proctor- soils	per test	220.00
Atterberg Limits	per test	90.00
P-200 Sieve Analysis	per test	40.00
Compressive Strength – Concrete	per test	17.00
Sieve Analysis > ¾"	per test	150.00
Dynamic Pile Testing Equipment (PDA)	per day	500.00
Low Strain Pile Integrity Test Equipment (PIT)	per day	300.00

*Field services provided on Saturday, Sunday, Holidays, and in excess of 8-hours/day will be charged at 1.5 times the unit fee.

Olsson is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. Olsson's responsibility as special inspector is to report our field observations and test results to the Contractor and Client as provided herein. Olsson understands the scope of work for the special inspections and construction materials testing consists of the following:

SCOPE OF SERVICES BID PACKAGE 02

SPECIAL INSPECTIONS AND MATERIAL TESTING SERVICES

Amended services provided by Olsson are described as follows:

- **Fill and Backfill Placement** – Olsson will obtain samples of materials proposed for use as structural fill for laboratory testing. Laboratory tests, including standard Proctors and Atterberg limits tests, will be performed to classify and determine physical properties of the proposed fill materials. Olsson will observe the exposed subgrade within the construction limits to document unsuitable soils have been removed and to identify unstable areas that require additional excavation prior to fill placement. Olsson will observe and perform compaction tests on the structural fill placed during site development activities. Olsson has estimated the following based on periodic testing:
 - Cast-in-place Wall Backfill
 - 25 site visits anticipated to perform testing and observation services during backfill of site retaining walls and foundation walls
 - Building and Pavement Subgrades

- 3 site visits anticipated to perform testing and observation services for interior slab-on-grade subgrades
- 12 site visits anticipated for pavement, sidewalks, and recreation trail subgrades

Reinforced Concrete – Olsson will observe placement of reinforcing steel for the pavillion and boardwalk footings. Field tests including slump, air entrainment, and temperature will be performed on samples of concrete obtained from these structures. Cylinders will be cast from the concrete used in the construction of the structure for compressive strength testing at the rate of one test per 50 CY placed. Olsson has estimated the following:

- 33 – Sets of 5 (4"x8") compressive strength specimens for the reinforced structures
 - Pavilion structure
 - Foundation walls – 5 placement events (5 sets)
 - 5 additional site visits anticipated to observe reinforcing steel prior to form close-up
 - Lower-level slab-on-grade – 1 placement events (2 sets)
 - Main level slab-on-grade and elevated slabs – 5 placement events (5 sets)
 - Boardwalk cast-in place walls – 2 placement events (2 sets)
 - Cast-in-place site retaining walls – 12 placement events (12 sets)
 - 12 additional site visits anticipated to observe reinforcing steel prior to form close-up
 - Water well and fountain vault walls – 7 placement events (7 sets)

Structural Masonry – Olsson will observe construction of the structural masonry walls on a periodic basis prior to grouting operations and continuous observations during grouting per partial 2018 IBC Level B quality assurance requirements. Olsson has estimated one site visit per each 500 square feet of masonry wall for observation of reinforcing and grouting procedures. Samples of masonry materials used in construction will be attained for laboratory testing at a frequency of 1 set of compressive strength specimens per 5,000 square feet of masonry constructed. Olsson has estimated the following:

- 27 – Site visits for Level B inspection and observation of reinforcing steel, grout placement, wall construction and sampling of masonry materials for laboratory testing
 - Pavilion Main Level
 - 2 sets of 4 grout prism specimens
 - 2 sets of 3 mortar cube specimens

Structural Steel / Precast Concrete Connections – Olsson will provide a steel technician during erection of the structural steel building frame. Field bolted and welded connections will be observed. Olsson requires welding procedures and welder qualification test records for AWS Codes D1.1, D1.3 and D1.4 to be provided to us for review and submitted to the project structural engineer for approval, if necessary, prior to welding being performed. Olsson will attend a preconstruction meeting with the general contractor superintendent and the structural steel erection contractor to coordinate a pre-installation verification of bolts and field observations of bolted and welded connections. Partial-penetration, full-penetration and multi-pass fillet welds require full-time observation during the welding process in accordance with Chapter 17 of the Building Code, this scope of work reflects performing 100% Ultrasonic Testing of Partial and Full Penetration welds for the moment connections in-lieu of continuous observation of the welding. Olsson has estimated the following:

- 5 – Site visits for observation of welded and bolted connections for framing and roof decking
 - 4 hours per site visit

Floor Flatness/Levelness – Olsson will perform floor flatness/levelness testing with the FACE Dipstick 2272 floor flatness machine on interior floor slab on grade. Floor flatness testing will be performed within 72 hours of concrete placement with respect to ASTM E1155 and ACI 117. Olsson has estimated the following:

- 4 – Site visits for slab on grade
- Additional floor flatness surveys will be charged at the prescribed unit rates

Segmental Retaining Walls – Olsson should be provided a complete set of construction drawings which explicitly provide a design bearing pressure for segmental retaining walls before construction begins. If a design bearing pressure is not provided on the drawings, the design calculations including design assumptions such as design bearing pressure should accompany the drawings. Olsson strongly recommends a global stability analysis be performed by the Engineer of Record for all segmental retaining walls and cannot provide special inspection of walls for which a global stability has not been performed.

The bearing soils below the segmental retaining walls will be evaluated with respect to the design bearing pressure. Installation of the granular leveling course or concrete leveling pad, placement of drainage backfills, reinforced soil backfills, and geogrid during construction of the wall will be observed. Field moisture-density tests will be performed in the reinforced soil backfill.

- Redi-Rock Retaining Wall
 - 15 site visits anticipated to perform observation and testing during over-excavation activities
 - 3 site visits with reporting/recommendations anticipated by geotechnical engineer to evaluate bearing grades and over-excavation
 - 30 site visits to perform observations and field density testing during wall construction
 - 2.5 hours per trip to test multiple lifts
 - 2 bulk samples of granular material to be used as base and drainage for laboratory sieve analysis testing

Concrete Pavements and Sidewalks – Olsson will observe placement of concrete for the exterior concrete pavements. Field tests, including slump, air entrainment and temperature, will be performed on samples of concrete obtained from these structures. Cylinders will be cast from the concrete used for compressive strength testing at a rate of 100 CY of concrete placed. Olsson has estimated the following:

- 10 sets of 5-(4"x8") compressive strength specimens for 8" concrete pavement
- 9 sets of 5-(4"x8") compressive strength specimens for 9" concrete sidewalks, exterior stair ways, and plaza
- 2 Sets of 4-(4"x8") compressive strength specimens for 5" concrete sidewalk at north recreational trail
- **Exclusions** – Olsson has excluded core sampling and testing of exterior pavement to verify installed thickness. We can perform this service with unit rates and estimated fees available upon request.

PROPOSED SCOPE OF WORK:

AMENDMENT 1

CITY OF LA VISTA CENTRAL PARK PAVILLION & SITE IMPROVEMENTS BID PACKAGE 02 – SPECIAL INSPECTIONS AND MATERIAL TESTING SERVICES

Fill and Backfill Placement

60 hrs Technician @	\$60.00 /hr	\$	3,600.00
25 trips (mileage) @	\$5.00 /trip	\$	125.00

Building/Pavement Subgrades

30 hrs Technician @	\$60.00 /hr	\$	1,800.00
15 trips (mileage) @	\$5.00 /trip	\$	75.00

Reinforced Concrete

115 hrs Technician @	\$60.00 /hr	\$	6,900.00
165 Compression Test - Concrete @	\$17.00 /each	\$	2,805.00
45 trips (mileage) @	\$5.00 /trip	\$	225.00

Structural Masonry

100 hrs Technician @	\$60.00 /hr	\$	6,000.00
6 Compression Test - Mortar Cube @	\$20.00 /each	\$	120.00
8 Compression Test - Grout Prism@	\$30.00 /each	\$	240.00
27 trips (mileage) @	\$5.00 /trip	\$	135.00

Structural Steel

20 hrs Steel Technician @	\$90.00 /hr	\$	1,800.00
5 trips (mileage) @	\$5.00 /trip	\$	25.00

Floor Flatness/Levelness

16 hrs Technician @	\$60.00 /hr	\$	960.00
4 Use(s) of Floor Machine @	\$150.00 /use	\$	600.00
4 trips (mileage) @	\$5.00 /trip	\$	20.00

Segmental Retaining Walls

120 hrs Technician @	\$60.00 /hr	\$	7,200.00
20 hrs Geotechnical Engineer @	\$125.00 /each	\$	2,500.00
2 Sieve Analysis > 3/4" @	\$150.00 /each	\$	300.00
48 trips (mileage) @	\$5.00 /trip	\$	240.00

Concrete Pavements/Sidewalks

63 hrs Technician @	\$60.00 /hr	\$	3,780.00
105 Compression Test - Concrete @	\$17.00 /each	\$	1,785.00
21 trips (mileage) @	\$5.00 /trip	\$	105.00

Reporting/Project Management

65 hrs Project Manager @	\$115.00 /hr	\$	7,475.00
2 hrs Administrative @	\$55.00 /hr	\$	110.00

Total: \$ 48,925.00

The attached Scope of Work was prepared to show the maximum amount of time and materials it would take to complete the services required to complete the Project without anticipation of profits on account of any difference between the actual and estimated quantities. If the

construction methods utilized by contractors for the above referenced project increases the frequency of site visits and construction testing units as listed in the scope of work, this agreement shall be amended to supplement the cost of the out-of-scope services. Olsson will notify the Client if construction testing frequencies and site visits of the above scope of work are subject to increase due to construction methods or design changes prior to the commencement of said out of scope services.

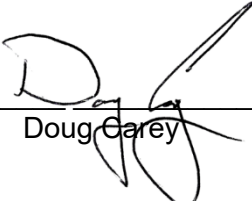
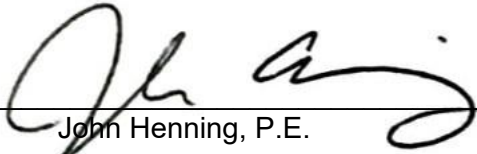
Olsson is committed to providing quality service to its clients, commensurate with their wants, needs and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Olsson stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. If you have any questions or concerns regarding this scope of work, please contact Doug Carey at 402-827-7220 or at dacarey@olsson.com. We look forward to hearing from you and working with you and your firm on this project.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.,

OLSSON, INC.

By  _____ By  _____
Doug Carey John Henning, P.E.

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

City of La Vista

By _____
Signature

Printed Name _____

Title _____

Dated: _____

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 18, 2022 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZATION TO PURCHASE – PROOFPOINT ESSENTIALS SOFTWARE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RYAN SOUTH INFORMATION TECHNOLOGY MANAGER

SYNOPSIS

A resolution has been prepared to authorize the purchase of Proofpoint Essentials Email Security Software from InoTek in an amount not to exceed \$6,740.00.

FISCAL IMPACT

The FY23 Information Technology budget includes funding for the proposed purchase.

RECOMMENDATION

Approval.

BACKGROUND

The City relies heavily on email to communicate and support its daily operations. As such, it is important to defend the City's email system with the best security tools to ensure it is protected from cyber threats. Proofpoint Essentials provides enterprise-class threat protection and intelligence to defend against threats like phishing, ransomware, spam, and viruses. It also uses URL and attachment sandboxing analysis to protect against malicious links and files before they get to the user, and continually detects and adapts to new attack patterns.

To protect sensitive data in outgoing messages, Proofpoint utilizes advanced data loss prevention and content filtering to automatically identify and secure outgoing sensitive data, like personally identifiable information (PII), and then encrypts those messages so they cannot be read if intercepted. Proofpoint also includes specific features like Email Spooling, Emergency Inbox, and Instant Replay to help the City maintain business continuity in the event of a disaster.

While the City's current email security solution does a good job of protecting our messages, it lacks certain features and functionality that Proofpoint can provide and are essential in advancing our cybersecurity position. It is a proven security product and is also used by Sarpy County, City of Bellevue, and City of Papillion. In addition, the City will save approximately \$580.00 per year by switching to Proofpoint.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF PROOFPOINT ESSENTIALS EMAIL SECURITY SOFTWARE FROM INOTEK IN AN AMOUNT NOT TO EXCEED \$6,740.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of Proofpoint Email Security Software is necessary; and

WHEREAS, the FY23 Information Technology budget includes 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 authorize the purchase of Proofpoint Essentials Email Security Software from InoTeck in an amount not to exceed \$6,740.00.

PASSED AND APPROVED THIS 18TH DAY OF OCTOBER 2022.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



InoTek, LLC.
 14301 FNB Parkway
 Suite 100
 Omaha, Nebraska 68154
 United States
<http://www.InoTek-ne.com>
 (P) 402-932-0060
 (F) 712-328-9531

Quotation (Open)

Date Sep 28, 2022 09:13 AM CDT	Expiration Date 10/31/2022
Modified Date Sep 28, 2022 09:14 AM CDT	
Quote # 12276 - rev 1 of 1	
Description Proofpoint - LaVista	
SalesRep Williams, Kaylea (P) 402-932-0060	
Customer Contact Shafer, Jeff (P) 402-593-2357 jshafer@sarpy.gov	

Customer

Sarpy County Information
 Systems (SC281)
 Shafer, Jeff
 1102 E 1st St. Suite 6
 Papillion, NE 68046
 United States

Ship To

Sarpy County Information Systems
 1102 E 1st St. Suite 6
 Papillion, NE 68046
 United States

Customer PO:	Terms: Undefined	Ship Via: FedEx Ground
Special Instructions:	Carrier Account #:	

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		PFPT ESSENTIALS ADV SAAS 1 TO CLDS 1000 12	PP-ESS-ADV-C-101	Yes	190	\$34.00	\$6,460.00
2		PFPT ESSENTIALS SUP NO TIER 12 CLDS	PP-SUP-ESS-12	Yes	1	\$0.00	\$0.00
3		PFPT ESSENTIALS INITIATION SVCS PER INSTANCE	PP-PST-ESS-INST	Yes	1	\$280.00	\$280.00

Thank you for the opportunity to present a quote for your technology needs.
 Inotek, LLC values your business and we appreciate the opportunity to assist
 you.

Please review the quote to ensure it reflects all required specifications and let
 us know if you require any technical assistance or changes.

Inotek, LLC, Small, Women-Owned Business(WOB, WOSB)
 CAGE CODE 6STA9
 DUN & BRADSTREET 07-8621317

These prices may NOT include applicable taxes, insurance, shipping,
 delivery, setup fees, or any cables or cabling services or material unless
 specifically listed above.
 All prices are subject to change without notice. Supply subject to availability.

Subtotal: \$6,740.00
Tax (.0000%): \$0.00
Shipping: \$0.00
Total: \$6,740.00

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 18, 2022 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – SKID-STEER LOADER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared authorizing the purchase of one (1) 2022 T66 T4 Bobcat Skid-Steer Loader from Bobcat of Omaha, 8701 S. 145th St., Omaha, NE in an amount not to exceed \$62,000.

FISCAL IMPACT

The FY23/FY24 Biennial Budget provides funding for the proposed purchase.

RECOMMENDATION

Approval.

BACKGROUND

Bobcat has a program available where the City can buy a skid-steer out right and own the machine, with the option of replacing it with a new machine annually for \$4,500. Papillion Public Works currently participates in this program and their fleet staff have indicated that it has been very successful for their operations. The proposal is for La Vista Public Works to participate in that same program. The purchase of this skid-steer loader is being made off the Nebraska State bid contract #15336OC.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF A SKID-STEER LOADER IN AN AMOUNT NOT TO EXCEED \$62,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a skid-steer loader is necessary; and

WHEREAS, the FY23/FY24 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 authorize the purchase of a skid-steer loader in an amount not to exceed \$62,000.00.

PASSED AND APPROVED THIS 18TH DAY OF OCTOBER 2022.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



Bobcat

Product Quotation

Quotation Number: MMB-01473

Date: 2022-10-10 13:42:01

Customer Name/Address:	Bobcat Delivering Dealer	ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF LA VISTA 9900 PORTAL RD LA VISTA, NE 68128	Bobcat of Omaha, Omaha, NE 8701 SOUTH 145TH STREET OMAHA NE 68138-3618 Phone: (402) 895-6660 Fax: 402-884-2497	Clark Equipment Company dba Bobcat Company 250 E Beaton Dr West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
T66 T4 Bobcat Compact Track Loader	M0349	1	\$44,962.40	\$44,962.40
P67 Performance Package	M0349-P06-P67	1	\$4,391.80	\$4,391.80
"Power Bob-Tach	Two-Speed, High Flow			
7-Pin Attachment Control	Dual Direction Bucket Positioning"			
C68 Comfort Package	M0349-P07-C68	1	\$5,440.40	\$5,440.40
"Enclosed Cab with HVAC	Suspension Seat			
Sound Reduction	Premium LED Lights			
Touch Display with Radio & Bluetooth	Rear View Camera"			
Selectable Joystick Controls	M0349-R01-C04	1	\$567.70	\$567.70

Total of Items Quoted	\$55,362.30
Dealer P.D.I.	\$200.00
Freight Charges	\$1,635.00
Dealer Assembly Charges	0.00
Other Charges: Material and Logistics	\$4,760.00
Quote Total - US dollars	\$61,957.30

Notes:

***Prices per the Nebraska NASPO Construction - 15336OC**

***Terms Net 60 Days. Credit cards accepted.**

***FOB Destination**

***State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.**

***TID# 38-0425350**

***Orders Must Be Placed with Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.**

***Quote valid for 30 days**

ORDER ACCEPTED BY:

SIGNATURE

DATE

PRINT NAME AND TITLE

PURCHASE ORDER NUMBER

DELIVERY ADDRESS: _____

BILLING ADDRESS (if different than Ship To): _____

TAX EXEMPT? _____ **YES** _____ **NO**

Exempt in the State of _____

Tax Exempt ID:

FEDERAL - _____

STATE - _____

Expiration Date: _____