

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**AUGUST 1, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPLICATION FOR REPLAT – LOTS 5-6 SOUTHPORT EAST SOUTHPORT WEST REPLAT FIFTEEN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A resolution has been prepared to approve an application for a replat of Lots 5 and 6 Southport East, being replatted as Lots 1-3, Southport East Replat Fifteen to allow for the development of three lots, located on approximately 7.12 acres in Southport East.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approval, subject to completion of all requirements and conditions specified in the Planning Division Recommendation Report included with this agenda item.

**BACKGROUND**

A resolution has been prepared to consider applications submitted by REV Development for a replat, designated as Lots 1-3, Southport West Replat Fifteen to allow for the development of three lots on approximately 7.12 acres currently platted as Lots 5 and 6 Southport East. The site is located northwest of the intersection of Port Grace Blvd and Southport Parkway, northwest of My Place Hotel.

A detailed staff report is attached.

The Planning Commission met on July 6, 2023 and voted 8-0 to recommend approval of the Replat of Lots 5 and 6 Southport East, to be replatted as Lots 1-3 Southport East Replat 15, contingent upon satisfactory resolution of any remaining issues as required by the Community Development Director or City Engineer prior to City Council approval, as the Replat request is consistent with the Comprehensive Plan and the Subdivision Regulations.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOTS 5 AND 6 SOUTHPORT EAST TO BE REPLATTED AS LOTS 1-3 SOUTHPORT EAST REPLAT FIFTEEN, A SUBDIVISION LOCATED IN THE EASTERN HALF OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above-described property applied for approval of a replat for Lots 5 and 6 Southport East, to be replatted as Lots 1-3 Southport East Replat Fifteen; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on July 6, 2023, the La Vista Planning Commission held a meeting and reviewed the replat and recommended approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the replat for Lots 5 and 6 Southport East, to be replatted as Lots 1-3 Southport East Replat Fifteen, a subdivision located in the eastern half of Section 18, Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located northwest of the intersection of Port Grace Blvd and Southport Parkway, be, and hereby is, approved.

PASSED AND APPROVED THIS 1ST DAY OF AUGUST 2023.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, MMC  
City Clerk



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

CASE NUMBERS: PRP23-0003;

FOR HEARING OF: JULY 6, 2023  
REPORT PREPARED ON: JUNE 29, 2023

**I. GENERAL INFORMATION**

**A. APPLICANT:**

REV Development  
1000 O Street, Suite 102  
Lincoln, NE 68508

**B. PROPERTY OWNER:**

PayPal Inc  
12312 Port Grace Blvd  
La Vista, NE 68128

**C. LOCATION:** Northwest of the intersection of Port Grace Blvd and Southport Parkway.

**D. LEGAL DESCRIPTION:** Lots 5 and 6 Southport East (Proposed Lots 1 and 2 Southport East Replat 15)

**E. REQUESTED ACTION(S):** Replat of two lots into three to allow for commercial development.

**F. EXISTING ZONING AND LAND USE:** C-3 Highway Commercial/Office Park District, Gateway Corridor District (Overlay District); the property is currently vacant.

**G. PURPOSE OF REQUEST:** Authorize a Replat of two lots into three to allow for commercial development.

**H. SIZE OF SITE:** Approximately 7.12 acres.

## **II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:** The property is currently vacant with a gradual downward slope to the northeast.

**B. 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	Commercial	C-3 Highway Commercial / Office Park District with a Gateway Corridor Overlay (Overlay District);	Kiewit Corporation
East	Commercial	C-3 PUD Highway Commercial / Office Park District with a Planned Unit Development Overlay (Overlay District) and a Gateway Corridor Overlay (Overlay District);	Securities America
South	Commercial	C-3 Highway Commercial / Office Park District with a Gateway Corridor Overlay (Overlay District);	My Place Hotel and Casey's
West	Commercial	C-3 PUD Highway Commercial / Office Park District with a Planned Unit Development Overlay (Overlay District) and a Gateway Corridor Overlay (Overlay District);	La Vista Conference Center

**C. RELEVANT CASE HISTORY:**

1. The original plat for Southport East was approved in April 2001.

**D. APPLICABLE REGULATIONS:**

1. Section 5.12 of the Zoning Regulations – C-3 Highway Commercial / Office Park District.
2. Section 5.15 of the Zoning Regulations – PUD Planned Unit Development District (Overlay District).
3. La Vista Subdivision Regulations

### **III. ANALYSIS**

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

1. The Future Land Use Map of the Comprehensive Plan designates the area for commercial uses.
2. The proposed project will meet Policy Work 1-3 of the La Vista Comprehensive Plan which reads: "Continue to market the City's existing business clusters, convention centers, hotels, and retail at Southport as well as quality of life factors that attract similar businesses."

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

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

1. Access to the property will be provided through a full access off of Port Grace Blvd as well as full access connection from S. 123<sup>rd</sup> Plaza.
2. Applicant has provided a traffic impact memo in relation to the development of this project. The study, dated June 5, 2023, finds that the site is expected to generate 2,348 daily trips, 115 AM peak hour trips, and 180 PM peak hour trips. The 2050 site capacity analysis finds that the individual movements related to this development will operate with a Level-Of-Service of C or better. No roadway improvements are recommended through this analysis.
3. A draft traffic impact memo is currently under review by the City's third-party consulting firm. Any proposed changes will be provided to the applicant to make adjustments and resubmit prior to the review of the development by City Council. The traffic impact memo is attached to this report.

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

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

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

1. Parking requirements for Lot 1 and Lot 2 of the development are one stall per rental unit for each of the hotels proposed to be developed on these lots. Based on the total number of rental units depicted within the PUD Site Plan, a total of 223 stalls would be required based on the number of rental units projected. The PUD Site Plan depicts a total of 275 parking stalls in Lots 1 and 2 of the development.
2. Parking requirements for Lot 3 of the development is based on a ratio of 1 stall per 200 square feet of development for the proposed strip commercial building on the site. Based on the 10,456 square-foot building proposed on Lot 3, a total of 53

stalls would be required. The PUD Site Plan depicts a total of 116 stalls on this lot.

3. Overall the site depicts a total of 391 parking stalls, well above the 276 stalls required. Parking within this PUD should be shared within Lots 1-3 to limit any possible off-site parking issues.

**F. LANDSCAPING:**

1. Review of the landscaping for any developments on this site will be handled through the Southport East Design Guidelines.

**IV. REVIEW COMMENTS:**

- A. Applicant has been made aware that developments on this property will require FAA approval prior to the issuance of a building permit due to proximity of the Millard Airport.
- B. The development will be required to meet the requirements for a Post Construction Storm Water Management Plan as per City regulations.
- C. All necessary easements will need to be finalized and recorded prior to the issuance of building permits.

**V. STAFF RECOMMENDATION – REPLAT:**

Approval of the Replat of Lots 5 and 6 Southport East, to be replatted as Lots 1-3 Southport East Replat 15, contingent upon satisfactory resolution of any remaining issues as required by the Community Development Director or City Engineer prior to City Council approval, as the Replat request is consistent with the Comprehensive Plan and the Subdivision Regulations.

**VI. PLANNING COMMISSION RECOMMENDATION – REPLAT:**

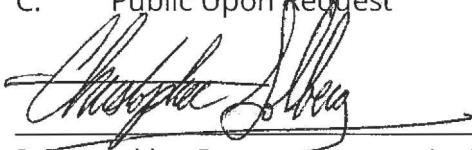
The Planning Commission met on July 6, 2023 and voted 8-0 to recommend approval of the Replat of Lots 5 and 6 Southport East, to be replatted as Lots 1-3 Southport East Replat 15, contingent upon satisfactory resolution of any remaining issues as required by the Community Development Director or City Engineer prior to City Council approval, as the Replat request is consistent with the Comprehensive Plan and the Subdivision Regulations.

**VII. ATTACHMENTS TO REPORT:**

- A. Vicinity Map
- B. Review Letters
- C. Replat map set

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

- A. Justin Hernandez, REV Development
- B. Brian Emmerich, Olsson
- C. Public Upon Request



---

Prepared by: Deputy Community Development Director



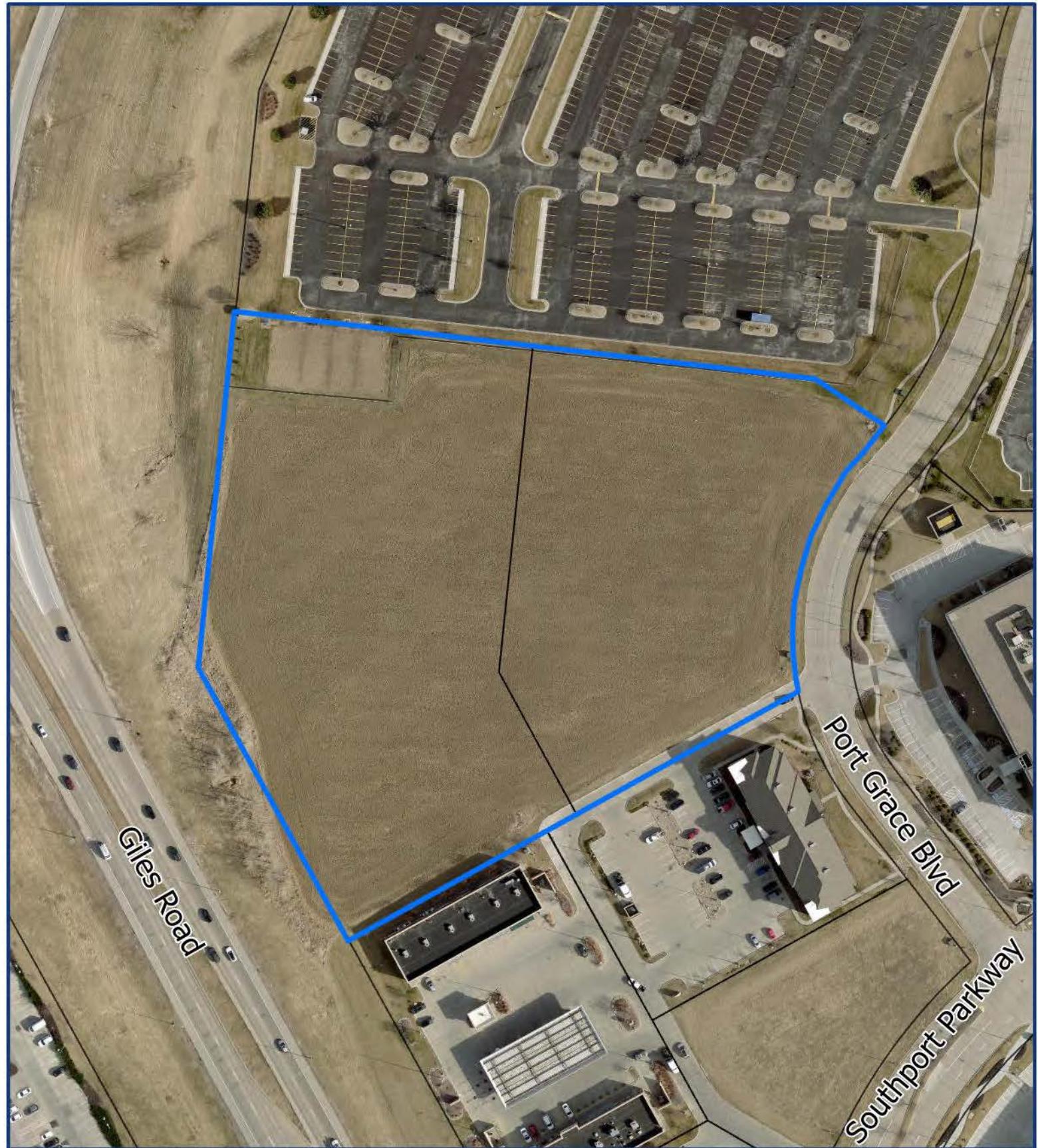
---

Community Development Director

7/21/23

---

Date



**Vicinity Map - Southport East Replat 15**



**Legend**

 Replat Boundary





June 7, 2023

Brian Emmerich  
Olsson Associates  
2111 N 67<sup>th</sup> Street, Suite 200  
Omaha, NE 68106

RE: REV Development – PUD, CUP & Replat Applications – Initial Review Letter  
Lots 5-6 Southport East

Mr. Emmerich,

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

Replat Application

1. Subdivision Regulations Section 3.03.03.10 – Please confirm the intent is to reduce and/or eliminate a portion of the 123<sup>rd</sup> Plaza Easement.
2. Subdivision Regulations Section 3.03.12 – Please label the book and page number of existing easements, including private easements, on the plan.
3. Subdivision Regulations Section 3.03.16 – Confirm if all three (3) lots are to be graded simultaneously. Over lot grading of all three lots will result in a disturbance greater than five (5) acres and may require additional grading BMPs.

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

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

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

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

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

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

4. Subdivision Regulations Section 3.03.19 – Please provide a Traffic Impact Analysis memo which confirms that the background increase travel demand is consistent with the updated traffic study for the Nebraska Multi Sport Complex dated February 2022, and that there are no operational concerns with the intersections of 123rd Plaza and Port Grace Plaza, or 123rd Plaza and Southport Plaza.
5. Subdivision Regulations Section 3.05.20.2 – Please provide a post-construction stormwater management plan (PCSMP) inclusive of a drainage report, and draft Maintenance Agreement and Easement for each applicable lot and/or phase.
6. Subdivision Regulations Sections 3.05.04 & 3.05.19 – Surveyor's Certification needs to be updated to language consistent with the updated State Surveyor regulations.
7. Replat Submittal Sheet 2.0 – Confirm parallel and typical parking stall configurations are consistent with Article 7 of the Zoning Ordinance.
8. Replat Submittal Sheet 2.0 – Sidewalk easements will be required along Port Grace Boulevard for portions of the public sidewalk.

#### Planned Unit Development Application

9. Zoning Ordinance Section 5.15.03 – Please make the following changes to the Existing and Proposed Zoning sections of the site plan:
  - a. Existing Zoning: C-3 / Gateway Corridor District
  - b. Proposed Zoning: C-3 / PUD / Gateway Corridor District
10. Zoning Ordinance Section 5.15.04.01 – Please submit an anticipated schedule of construction, inclusive of a timeline according to the phasing exhibit as submitted.
11. Zoning Ordinance Sections 5.15.04.04, 6.05.04, 6.05.05, and 6.05.10 – Please submit a Traffic Impact Analysis memo as noted in comment #4 above.
12. Zoning Ordinance Section 5.15.04.05 – Please see the attached email correspondence with the Papillion Fire Marshall's Office regarding changes to the development entrance locations in relation to Fire Codes.

13. Zoning Ordinance Section 5.15.04.07 and 5.15.04.16 – Proper pedestrian access shall be provided between each building within the planned unit development. An ADA-compliant route for Lot 1 that considers the probable delay in the development of Lot 3 (Phase 2) should be included.
14. Zoning Ordinance Section 5.15.04.07 – Please provide the setback distances for the proposed monument sign in the northwest corner of the property. If there is an intent to provide multi-tenant signage in relation to the proposed strip-commercial use, please depict this as well. Also please note the constraints for signage as noted in Sections 7.01-7.04 of the Zoning Ordinance. Are any additional monument signs contemplated for any of the proposed uses?
15. Zoning Ordinance Section 5.15.04.08 – Please review the parking statistics table on the PUD site plan and correct as necessary. The Lot 3 parking statistics appear to be based on a hotel development on that lot.
16. Zoning Ordinance Section 5.15.04.13 – If common spaces are anticipated, including shared access drives, provisions for the proper maintenance and ownership shall be included in the submittal.
17. Zoning Ordinance Section 5.15.04.17 – The standard of measurement of setbacks along easement roads in the La Vista Zoning Jurisdiction is to measure from the back edge of the curb of the paved roadway. Please correct the setback along S 123<sup>rd</sup> Plaza accordingly.
18. Zoning Ordinance Section 5.15.05.02.2 – Please provide the height of the proposed structures.
19. Review and permitting from the FAA will likely be required due to the proximity of the development to the Millard Airport. This approval will be required prior to building permit issuance.
20. Zoning Ordinance 5.15.05.02.11 – Please depict details on the site plan for existing development on adjacent properties within 200 feet.

21. Zoning Ordinance Section 5.15.05.06 – Please include a vicinity map showing the general arrangement of streets within an area of one thousand (1,000) feet from the boundaries of the proposed planned unit development.

22. Zoning Ordinance Section 5.15.05.09 – Please submit copies of any restrictive covenants that are to be recorded with respect to the property included in the planned development district.

Holiday Inn CUP

23. Zoning Ordinance Section 6.05.04 – Please provide a post-construction stormwater management plan (PCSMP) inclusive of a drainage report, and draft Maintenance Agreement and Easement for each applicable lot and/or phase.

24. Zoning Ordinance Section 6.05.04 – The parking stall count listed in the Operating Statement does not coincide with the parking stall count listed on the CUP Site Plan. Additionally, the CUP Site Plan includes parking statistics for the adjoining lot. Please include only the parking statistics for the subject property of the CUP.

25. General Comment – Please make the following changes to the Existing and Proposed Zoning sections of the site plan:

- a. Existing Zoning: C-3 / Gateway Corridor District
- b. Proposed Zoning: C-3 / PUD / Gateway Corridor District

Residence Inn CUP

26. Zoning Ordinance Section 6.05.04 – Please provide a post-construction stormwater management plan (PCSMP) inclusive of a drainage report, and draft Maintenance Agreement and Easement for each applicable lot and/or phase.

27. Zoning Ordinance Section 6.05.04 – The parking stall count listed in the Operating Statement does not coincide with the parking stall count listed on the CUP Site Plan. Additionally, the CUP Site Plan includes parking statistics

for the adjoining lot. Please include only the parking statistics for the subject property of the CUP.

28. General Comment – Please make the following changes to the Existing and Proposed Zoning sections of the site plan:
  - a. Existing Zoning: C-3 / Gateway Corridor District
  - b. Proposed Zoning: C-3 / PUD / Gateway Corridor District

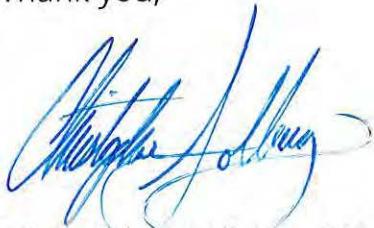
#### General Development Comments

29. Design Review – The building design for each of the proposed buildings must be reviewed as part of the design review process that is required for developments within the Southport East Design Guidelines prior to building permit approval. The full design review process will be conducted outside of the PUD and CUP approval processes, with the exception of the review of the preliminary landscaping plan. Please see the attached comments from the City's third-party Design Review Architect regarding the landscaping plan.
30. Please add parking lot light pole locations to the landscaping plans of the PUD/CUP plan sets in order to ensure there are no conflicts with the planting plan as presented.
31. Landscaping plans were submitted in relation to each of the proposed hotels, but not for the development as a whole. Please submit a Preliminary PUD Landscaping Plan for the entirety of the development that conforms to Section 7.17 of the Zoning Ordinance and the Southport East Design Guidelines.
32. Although the design review process will be conducted outside of the PUD/CUP process, colored versions of the draft elevations are included as exhibits within the CUP. Please include colored versions of the draft elevations with your next submittal.
33. A draft of the Conditional Use Permit for each of the proposed hotels will be provided upon review of the revised documents.

Please resubmit 2 paper copies of the Preliminary and Final Plats, PUD and CUP site plans, and other supporting documentation requested in this letter (including electronic copies) to the City for further review. Please also provide a response letter that answers or acknowledges each of the comments contained in this letter.

A timeline for review by the Planning Commission and City Council will be determined based on the timing of the resubmittal and the extent to which the issues noted this review have been sufficiently addressed. If you have any questions regarding these comments, please feel free to contact me at any time.

Thank you,



Christopher Solberg, AICP  
Deputy Community Development Director  
City of La Vista  
[csolberg@cityoflavista.org](mailto:csolberg@cityoflavista.org)  
(402) 593-6400

cc:

Justin Hernandez, REV Development  
Bruce Fountain, Community Development Director – City of La Vista  
Cale Brodersen, Associate City Planner – City of La Vista  
Pat Dowse, City Engineer – City of La Vista  
Garrett Delgado, Engineer Assistant – City of La Vista

## Christopher Solberg

---

**From:** Steve Thornburg <[sthornburg@papillion.org](mailto:sthornburg@papillion.org)>  
**Sent:** Wednesday, June 7, 2023 10:36 AM  
**To:** Christopher Solberg  
**Subject:** RE: [EXT] RE: [EXT] REV Development

Correct, they would lose the parking spaces, that is all.

[Steve Thornburg](#)  
City of Papillion | Fire Marshal  
10727 Chandler Rd. La Vista NE 68128  
[www.Papillion.org](http://www.Papillion.org)

O : 402-829-1398 | M : 402-943-8266



CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail and telephone immediately and destroy all copies of the original message.

---

**From:** Christopher Solberg <[csolberg@cityoflavista.org](mailto:csolberg@cityoflavista.org)>  
**Sent:** Wednesday, June 7, 2023 10:20 AM  
**To:** Steve Thornburg <[sthornburg@papillion.org](mailto:sthornburg@papillion.org)>  
**Subject:** [EXT] RE: [EXT] REV Development

If they add an entrance at that point, in addition to the two existing ones, that would work too, right? The existing point on 123<sup>rd</sup> is the main logical traffic flow to Lot 1.

**Christopher Solberg, AICP**  
City of La Vista | Deputy Community Development Director

---

**From:** Steve Thornburg <[sthornburg@papillion.org](mailto:sthornburg@papillion.org)>  
**Sent:** Wednesday, June 7, 2023 10:11 AM  
**To:** Christopher Solberg <[csolberg@cityoflavista.org](mailto:csolberg@cityoflavista.org)>  
**Subject:** RE: [EXT] REV Development

Chris,

The code sections for the comment are NFPA 1 18.2.3.3 and IFC D106.3. The IFC appendix is not adopted in La Vista but gives guidance on measuring the distance between access points. If the access point moves to the west on 123<sup>rd</sup> to the corner, they meet the separation that would be acceptable.

Steve Thomburg  
City of Papillion | Fire Marshal  
10727 Chandler Rd. La Vista NE 68128  
[www.Papillion.org](http://www.Papillion.org)

O : 402-829-1398 | M : 402-943-8266



CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail and telephone immediately and destroy all copies of the original message.

---

**From:** Christopher Solberg <[cсолberg@cityoflavista.org](mailto:csolberg@cityoflavista.org)>  
**Sent:** Wednesday, June 7, 2023 8:47 AM  
**To:** Steve Thomburg <[sthomburg@papillion.org](mailto:sthomburg@papillion.org)>  
**Cc:** Cale Brodersen <[cbrodersen@cityoflavista.org](mailto:cbrodersen@cityoflavista.org)>  
**Subject:** [EXT] REV Development

Good Morning Steve,

We are working on the comment letter to REV Development for their proposed PUD in our Southport East area. Can you please provide me with the code reference number in relation to your comment (attached) so that I can include it in the review letter?

Thanks,

**Christopher Solberg, AICP**  
City of La Vista | Deputy Community Development Director

402.593.6400 (Office)  
8116 Park View Blvd. | La Vista, NE 68128  
[CityofLaVista.org](http://CityofLaVista.org)

Accountability | Integrity | Public Service

[Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)

\*\*This message originated from an **External Source**. Use caution when opening attachments, clicking links, or responding to this email.\*\*  
Use the "Phish Alert" button if you think this email is malicious.

\*\*This message originated from an **External Source**. Use caution when opening attachments, clicking links, or responding to this email.\*\*  
Use the "Phish Alert" button if you think this email is malicious.

June 6, 2023

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

RE: Southport East - Port Grace & 123rd Landscape Review - Design Review Letter #1

Dear Chris:

This letter shall provide recommendations and/or corrections for the Applicant's submittal containing drawings received on 5/23/2022. For tracking purposes, I have noted deficiencies in the submittal package below, and where appropriate, the corresponding requirements outlined in the Southport East Design Guidelines.

**General:**

1. The following drawings were submitted:
  - a. L1.0 Landscape Plan
2. Additional reviews regarding landscaping will take place at the time of Design Review Submission for each building within this PUD with regard to specific requirements regarding the softening of areas around dumpster enclosures, screening of utilities, screening of mechanical equipment, etc.

**Drawings:**

1. Landscaping
  - i. No site dimensions are included to determine compliance with 6.1.D, which requires ten (10) foot wide landscaped, turfed (sodded or seeded) and irrigated green space along all interior lot lines shown in Appendix E.
  - ii. Per appendix G, the following proposed plants are not included in the approved list:
    1. Autumn Blaze Maple
    2. Bloodgood London Plane Tree
    3. Silver Linden
    4. Maney Juniper
    5. Karl Foerster Feather Reed GrassRevise to comply with Appendix G.
  - iii. Per Appendix G, trees shall have a minimum caliper of 3". Trees proposed on plant schedule have a caliper ranging from 2 to 2.5". Revise to comply with Appendix G.

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

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

(402) 431-6377 direct  
[dkerns@schemmer.com](mailto:dkerns@schemmer.com)

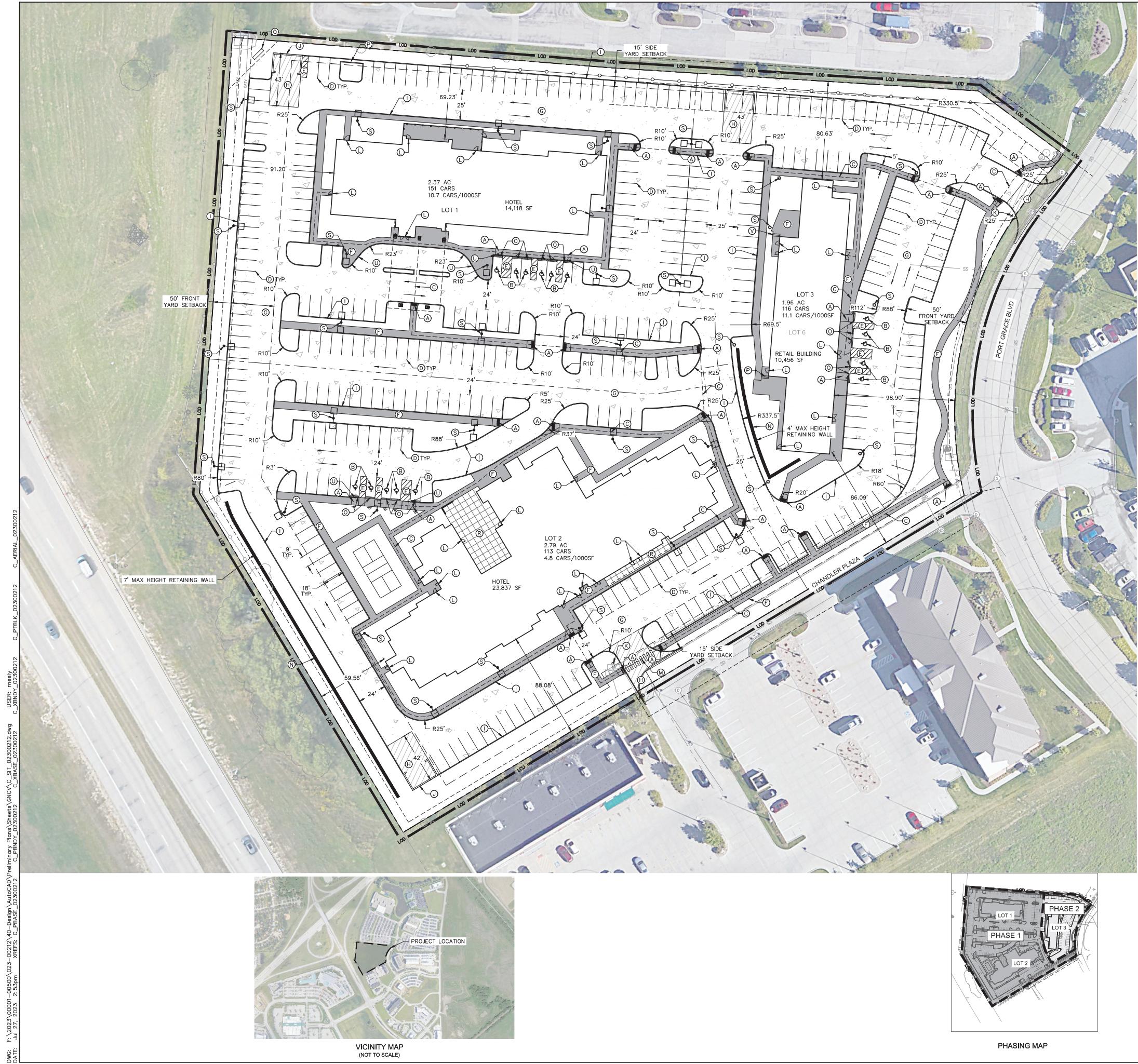
Sincerely,

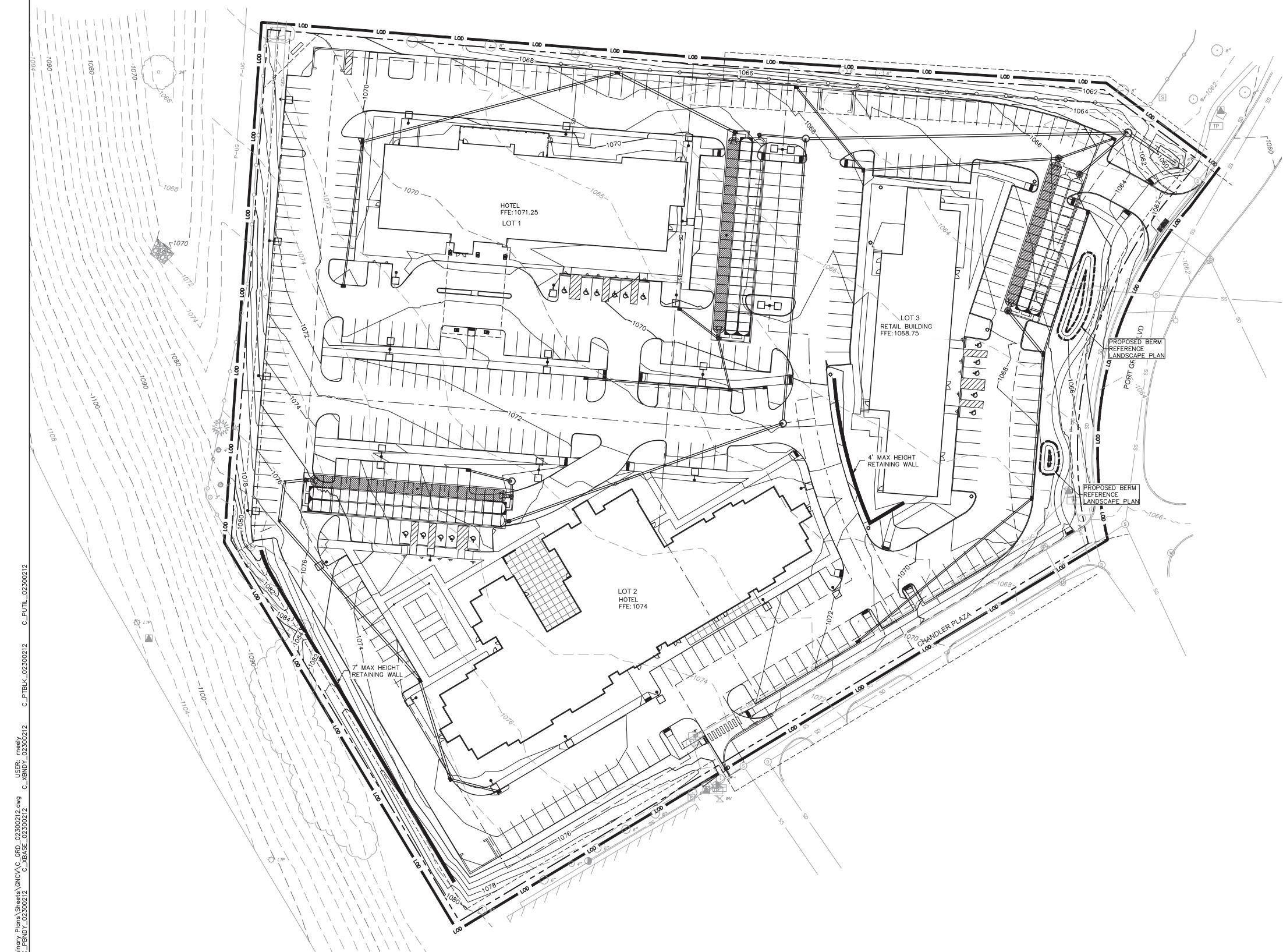
THE SCHEMMER ASSOCIATES, INC.



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







DWG: F:\2023\00001-00500\023-00212\40-Design\AutoCAD\Preliminary Plans\Sheets\NCV\GRD\_02300212.dwg  
 DATE: Jul 27, 2023 3:14pm  
 CREFS: C\_PBASE\_02300212 C\_PBLK\_02300212 C\_PUTL\_02300212 C\_XBNDY\_02300212 C\_XBASE\_02300212

**LEGEND**

- 10XX — EXISTING MAJOR CONTOUR
- 10XX — EXISTING MINOR CONTOUR
- 10XX — PROPOSED MAJOR CONTOUR
- 10XX — PROPOSED MINOR CONTOUR

GRADING INFORMATION TABLE		
AREA	CONTOURS REPRESENT	CONTRACTOR TO GRADE TO
STREETS/INTERNAL DRIVES	FINISHED GROUND (TOP OF SLAB)	SUBGRADE (REF. SITE PLANS FOR PAVEMENT THICKNESS)
PARKING LOT PAVED AREAS	FINISHED GROUND (TOP OF SLAB)	SUBGRADE (REF. SITE PLANS FOR PAVEMENT THICKNESS)
BUILDING AREAS	FINISHED GROUND (FINISHED FLOOR ELEV.)	SUBGRADE (REF. ARCHITECTURAL PLANS FOR FLOOR SLAB AND SUBBASE THICKNESS)
ALL OTHER NON-PAVED / NON-BUILDING AREAS	FINISHED GROUND	6" BELOW CONTOURS (FOR TOPSOIL)*

\* NOTE: AFTER COMPLETION AND APPROVAL OF MASS GRADING BY ENGINEER, ENTIRE SITE SHALL RECEIVE 6" MIN. OF TOPSOIL FOR FINAL SEEDING AND STABILIZATION.

NOTES

1. CONTOURS REPRESENT TOP OF SLAB ELEVATION IN PAVED AREAS AND FINISHED GROUND ELEVATION IN NON-PAVED AREAS, UNLESS OTHERWISE NOTED.
2. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDING AND GARAGE PAD AREAS AND PAVEMENTS.
3. REFERENCE THE GRADING INFORMATION TABLE FOR CONTOUR INFORMATION.
4. REFERENCE THE FILL PLACEMENT / COMPACTION REQUIREMENTS TABLE FOR MINIMUM SUBGRADE PREPARATION REQUIREMENTS FOR VARIOUS AREAS OF THE PROJECT.
5. CONTOURS ARE SHOWN AT 2' INTERVALS FOR BOTH EXISTING AND PROPOSED.
6. DEVELOPMENT ON PRIVATE LOTS CREATING MORE THAN 5,000 SQUARE FEET OF IMPERVIOUS SURFACE FOR THE PURPOSE OF VEHICULAR TRAVEL AND PARKING SHALL PROVIDE THE SITE STORM WATER MANAGEMENT FACILITY FOR WATER QUALITY AS REQUIRED BY SECTION 154.19 OF THE LA VISTA MUNICIPAL CODE AND SHALL BE DESIGNED IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE OMAHA REGIONAL STORM WATER DESIGN MANUAL. SUCH WATER QUALITY FACILITIES SHALL BE MAINTAINED BY THE PROPERTY GROUP. MANAGEMENT OF THE 2-YEAR STORM RUNOFF PEAK FLOWS WILL BE PROVIDED BY THE CITY OWNED FACILITIES.

drawn by: **RG**  
 checked by: **RG**  
 approved by: **EW**  
 QA/QC by: **EW**  
 drawing no.: **02300212**  
 date: **06/13/23**

0' 15' 30' 60'  
 SCALE IN FEET

**olsson**  
 Engineers • Nebraska COA #CA#0638  
 2111 South 67th Street, Suite 200  
 Omaha, NE 68106  
 TEL: 402.341.1116  
 www.olsson.com

**GRADING PLAN**  
**PRELIMINARY PLAT SUBMITTAL**  
**SOUTHPORT EAST**  
**PORT GRACE BLVD & S. 123RD PLAZA**  
**LA VISTA, NE**

REVISIONS

REV. NO.

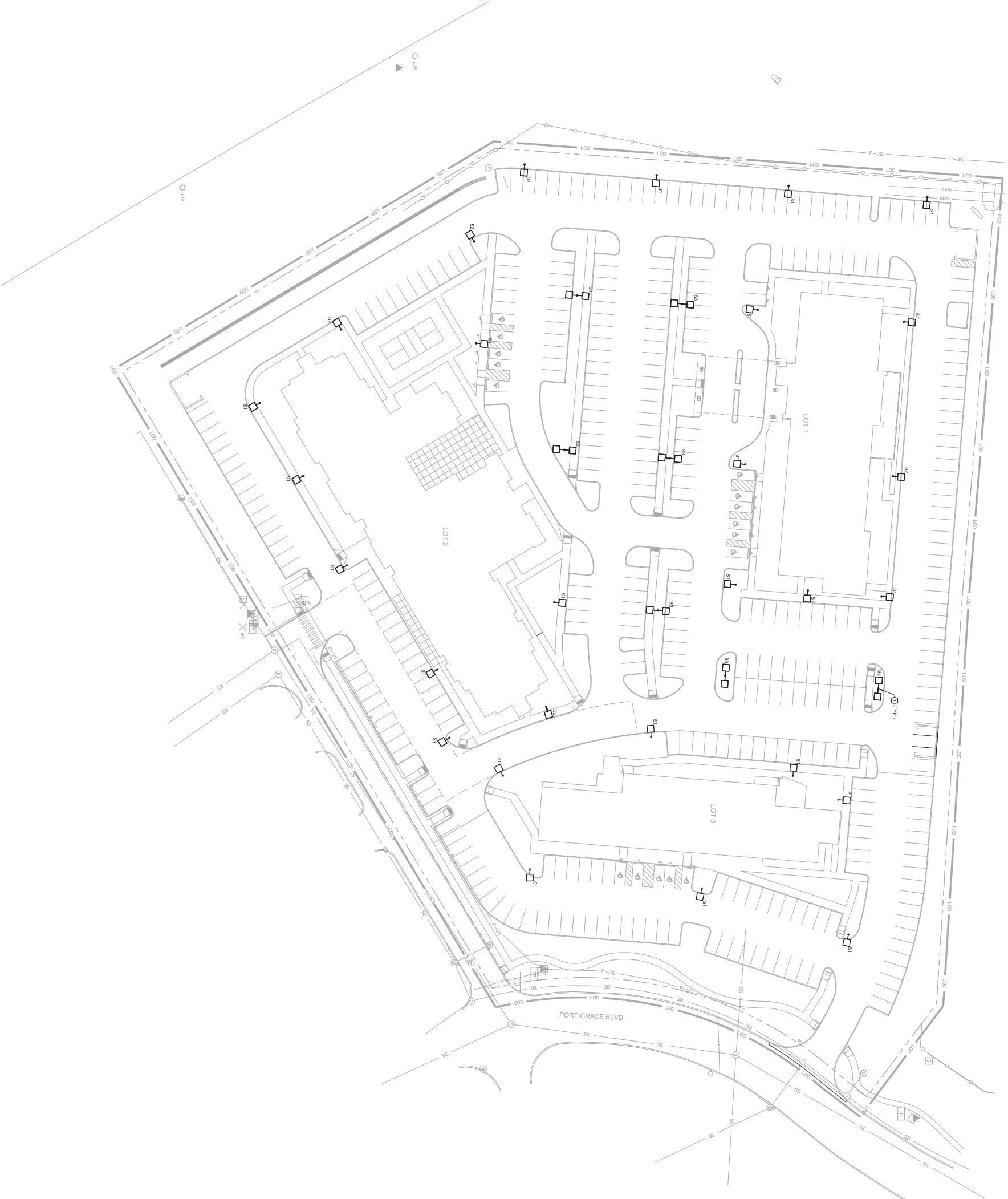
DATE

REVISIONS DESCRIPTION

2023

**SHEET**  
**C4.0**

<p>SECTION 260100 - GENERAL PROVISIONS</p> <p>GENERAL REQUIREMENTS</p> <p>ALL REQUIREMENTS CONCERNING A PARTICULAR SECTION, EACH CONTRACTOR, PROVIDER, OR PERSONNEL SHALL BE FAMILIAR WITH ALL ITS CONTRACTS AND REQUIREMENTS WHICH AFFECT THIS DIVISION OR SECTION. THE WORK REQUIRED UNDER THIS SECTION INCLUDES ALL MATERIALS, EQUIPMENT, AND LABOR REQUIRED TO COMPLETE THE ENTIRE SYSTEM AS REQUIRED BY THE DRAWINGS AND SPECIFICATIONS, OR REASONABLY INFERRED TO BE NECESSARY TO FACILITATE EACH SYSTEMS FUNCTION AS INDICATED BY THE DESIGN AND THE EQUIPMENT SPECIFIED.</p> <p>INSPECTION OF SITE</p> <p>THE CONTRACTOR SHALL PERSONALLY INSPECT THE SITE OF THE PROPOSED WORK AND BE FULLY INFORMED AS TO THE CONDITIONS UNDER WHICH THE WORK IS TO BE DONE. FAILURE TO DO SO WILL NOT BE CONSIDERED SUFFICIENT JUSTIFICATION TO REQUEST OR OBTAIN EXTRA COMPENSATION OVER AND ABOVE THE CONTRACT PRICE.</p> <p>MATERIAL AND WORKSHIPS</p> <p>ALL MATERIAL AND APPARATUS SHALL BE NEW AND IN FIRST CLASS CONDITION. ALL MATERIAL AND APPARATUS SHALL HAVE MARKINGS OR A NAMEPLATE OR ENCLOSURES WHICH SHALL BE KEPT TO THE MINIMUM REQUIREMENT TO ESTABLISH QUALITY, SIZE AND CAPACITY. ALL WORKSHIPS SHALL BE OF THE TYPE AND MATERIALS WHICH ARE APPROPRIATE FOR THE WORK TO BE PERFORMED. ALL MATERIAL AND EQUIPMENT SHALL BE OF COMMERCIAL SPECIFICATION GRADE IN QUALITY, LIGHT DUTY AND RESIDENTIAL TYPE EQUIPMENT WILL NOT BE ACCEPTABLE. ALL HOISTS, SCAFFOLDS, STAGING, RUNWAYS, TOOLS, EQUIPMENT AND MATERIALS SHALL BE OF APPROPRIATE SIZE AND STRENGTH. ALL EQUIPMENT SHALL BE FURNISHED BY THIS CONTRACTOR. MATERIAL AND EQUIPMENT SHALL BE STORED AND MAINTAINED IN CLEAN CONDITION, AND PROTECTED FROM WEATHER, MOISTURE, AND PHYSICAL DAMAGE.</p> <p>COORDINATION</p> <p>THE CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER CONTRACTORS AND SUBCONTRACTORS SO THAT VARIOUS COMPONENTS OF THE ELECTRICAL SYSTEMS WILL BE INSTALLED AT THE PROPER TIME, WILL FIT THE AVAILABLE SPACE AND WILL ALLOW OPERATIVE ACCESS TO ALL EQUIPMENT. THE CONTRACTOR SHALL COORDINATE ALL SYSTEMS AND EQUIPMENT AND TO ENSURE THAT EQUIPMENT DRAWINGS TO DETERMINE THE EXTENT OF CLEAR SPACES. THE CONTRACTOR SHALL MAKE ALL OFFSETS REQUIRED TO CLEAR EQUIPMENT, AND STRUCTURAL MEMBERS; AND TO FACILITATE CONCEALING CONDUIT IN THE MANNER ANTICIPATED IN THE DESIGN.</p> <p>SUBMITTALS</p> <p>SUBMIT ELECTRONIC VERSION OF SHOP DRAWINGS AND PRODUCT DATA ON ALL ELECTRICAL EQUIPMENT TO BE PROVIDED BY THE CONTRACTOR.</p> <p>NOTE: EACH DRAWING WITH PROJECT NAME AND NUMBER; IDENTIFY EACH ELEMENT OF DRAWINGS BY REFERENCE TO SHEET NUMBER AND DETAIL, OR SCHEDULE CONTRACT DOCUMENTS.</p> <p>SEQUENTIALLY NUMBER SUBMITTALS ACCORDING THEIR SPECIFICATION SECTION NUMBER. REVISED SUBMITTALS SHOULD INCLUDE ORIGINAL NUMBER AND A SEQUENTIAL ALPHABETIC SUFFIX.</p> <p>CONTRACTOR AND SUPPLIER SHALL REVIEW AND STAMP AND SIGN SUBMITTALS PRIOR TO TRANSMITTAL; DETERMINE AND VERIFY FIELD MEASUREMENTS, FIELD CONSTRUCTION CRITERIA, MANUFACTURERS CATALOGS, AND OTHER CONFORMANCE OF SUBMITTAL WITH REQUIREMENTS OF CONTRACT DOCUMENTS, IDENTIFY IN WRITING AT TIME OF SUBMITTAL OF ANY OMISSIONS FROM REQUIREMENTS OF CONTRACT DOCUMENTS.</p> <p>MARK DIMENSIONS AND VALUES IN UNITS TO MATCH THOSE SPECIFIED.</p> <p>MARK ANY FEATURES/OPTIONS BEING PROVIDED, DELETE OR PUT A LINE THROUGH FEATURES/OPTIONS THAT ARE NOT BEING PROVIDED.</p> <p>DO NOT FABRICATE OR ORDER PRODUCTS OR BEGIN WORK THAT REQUIRES SUBMITTALS UNTIL APPROVAL OF SUBMITTAL.</p> <p>APPROVAL OF EQUIPMENT DOES NOT CONSTITUTE APPROVAL OF EQUIPMENT, COMPONENTS, ETC. THAT NO INFORMATION IS FURNISHED TO SHOW COMPLIANCE WITH CONTRACT DOCUMENTS.</p> <p>CONTRACTOR SHALL PAY A SHOP DRAWING REVIEW FEE OF \$100.00, TO THE ENGINEER, FOR EACH SHOP DRAWING REVIEW AFTER TWO REVIEWS THAT ARE MARKED "RETURNED FOR CORRECTIONS" BY THE ENGINEER.</p> <p>SUBSTITUTIONS</p> <p>DOCUMENT EACH REQUEST WITH COMPLETE DATA SUBSTANTIATING COMPLIANCE OF PROPOSED SUBSTITUTION WITH CONTRACT DOCUMENTS.</p> <p>REQUEST CONSTITUTES A REPRESENTATION THAT CONTRACTOR:</p> <ol style="list-style-type: none"> <li>1. WILL PROVIDE THE SAME PRODUCT AND DETERMINED THAT IT MEETS OR EXCEEDS, IN ALL RESPECTS, SPECIFIED PRODUCT.</li> <li>2. WILL PROVIDE THE SAME WARRANTY FOR SUBSTITUTION AS FOR SPECIFIED PRODUCT.</li> <li>3. WILL PROVIDE THE SAME WARRANTY AND MAKE OTHER CHANGES THAT MAY BE REQUIRED FOR WORK TO BE COMPLETE IN ALL RESPECTS.</li> <li>4. WILL REIMBURSE OWNER FOR ADDITIONAL COSTS OR TIME EXTENSION THAT MAY SUBSEQUENTLY BECOME APPROPRIATE.</li> <li>5. WILL REIMBURSE OWNER FOR REVIEW OR REDESIGN SERVICES ASSOCIATED WITH RE-APPROVAL BY AUTHORITIES.</li> </ol> <p>SUBSTITUTIONS WILL NOT BE CONSIDERED WHEN THEY ARE INDICATED OR IMPLIED ON SHOP DRAWING OR PRODUCT DATA SUBMITTALS WITHOUT SEPARATE WRITTEN REQUEST, OR WHEN ACCEPTANCE WILL REQUIRE SUBSTANTIAL REVISION OF CONTRACT DOCUMENTS.</p> <p>DIMENSIONS AND LAYOUTS</p> <p>THE DRAWINGS ARE SCHEMATIC IN NATURE, BUT SHOW THE VARIOUS COMPONENTS OF THE SYSTEMS APPROXIMATELY TO SCALE AND ATTEMPT TO INDICATE HOW THEY ARE TO BE INTEGRATED WITH OTHER PARTS OF THE SITE. FIGURED DIMENSIONS ARE TO BE TAKEN IN PREFERENCE TO SCALE DIMENSIONS. DEFECTIVE WORKSHIPS AND MATERIALS SHALL BE REPAVED OR REBUILT BY THE CONTRACTOR AT THE EXPENSE OF OTHER TRADES, AND BY REVIEWING ALL CONTRACT DOCUMENTS, THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ERRORS WHICH COULD HAVE BEEN AVOIDED BY PROPER CHECKING AND INSPECTION.</p> <p>ORDINANCES AND CODES</p> <p>CONTRACTORS PERFORMANCE, WORKMANSHIP AND MATERIALS SHALL COMPLY WITH NATIONAL FIRE PROTECTION ASSOCIATION CODES, STATE AND LOCAL BUILDING CODES, AND/OR ALL OTHER APPLICABLE CODES AND ORDINANCES. CONTRACTOR SHALL COMPLY WITH RULES AND REGULATIONS OF PUBLIC UTILITIES, PRINCIPAL CONTRACTORS, AND OTHER CONTRACTORS, AND OBTAIN ALL PERMITS AND PAY FOR ALL FEES. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY VIOLATION OF THE LAW BY THE CONTRACTOR. CONTRACTOR SHALL MAINTAIN ALL NECESSARY SIGNAL LIGHTS AND GUARDS FOR THE SAFETY OF THE PUBLIC.</p> <p>ADJUSTING, ALIGNING AND TESTING</p> <p>ALL ELECTRICAL EQUIPMENT ON THIS PROJECT FURNISHED UNDER THIS DIVISION AND ALL ELECTRICAL EQUIPMENT FURNISHED BY OTHERS SHALL BE ADJUSTED, ALIGNED AND TESTED FOR PROPER OPERATION BY THE ELECTRICAL CONTRACTOR. COMPLETE WIRING SYSTEMS SHALL BE FREE FROM SHORT CIRCUITS.</p> <p>GUARANTEE</p> <p>GUARANTEE AGAINST DEFECTIVE WORKMANSHIP AND MATERIAL, FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL PAYMENT. GUARANTEE SHALL INCLUDE MATERIAL TO BE REPLACED AND ALL LABOR REQUIRED.</p> <p>SECTION 260528 - ELECTRICAL SERVICE AND GROUNING</p> <p>ELECTRICAL SERVICE</p> <p>SEE DRAWINGS FOR TYPE, SIZE, VOLTAGE, PHASE, AND RELATED REQUIREMENTS.</p> <p>GROUNING</p> <p>THE ELECTRICAL SERVICE AND SIMILAR CONDUCTING SURFACES IN THIS CONTRACT WHICH REQUIRE GROUNING SHALL BE PERMANENTLY AND EFFECTIVELY GROUNDED BY THIS CONTRACTOR IN A THOROUGH AND EFFICIENT MANNER IN CONFORMANCE TO THE NATIONAL ELECTRICAL CODE. ALL CIRCUITS SHALL HAVE SEPARATE GREEN GROUND CONDUCTOR ROUTED WITH PHASE CONDUCTORS.</p> <p>SECTION 260519 - WIRE</p> <p>ALL WIRE SHALL HAVE COPPER CONDUCTORS, WITH UL, LABEL, AND 600 VOLT INSULATION. ALL WIRE SHALL BE RUN IN CONDUIT. SERVICE ENTRANCE CABLE SHALL BE TYPE USE, THWN OR XHHW WITH THHN OR XHHW CONDUCTORS. ALL WIRE IS AWG AND SMALLER SHALL BE TYPE THHN (WET OR DAMP LOCATIONS, OR IN CONDUIT BELOW GRADE OR SLAB) OR THIN (DRY LOCATIONS ONLY, ABOVE GRADE), BOTH WITH SOLID CONDUCTORS. ALL BRANCH CIRCUIT WIRING SHALL BE OF SOLID CONDUCTORS. WIRING FOR CONTROL WIRING SHALL HAVE 600V INSULATION AND BE OF THE PROPER TYPE, SIZE AND NUMBER AS REQUIRED TO ACCOMPLISH THE DESIRED AND THE EQUIPMENT SPECIFIED.</p> <p>WIRING INSTALLATION</p> <p>ALL WIRING SHALL BE INSTALLED IN CONDUIT RACEWAYS UNLESS OTHERWISE INDICATED HEREIN. ALL RACEWAYS SHOWN ARE DIAGRAMMATIC. EXACT LOCATIONS SHALL BE DETERMINED IN THE FIELD. ALL WIRING SHALL BE RUN IN CONDUIT. SERVICE ENTRANCE CABLE SHALL BE TYPE USE, THWN OR XHHW WITH THHN OR XHHW CONDUCTORS. ALL WIRE IS AWG AND SMALLER SHALL BE TYPE THHN (WET OR DAMP LOCATIONS, OR IN CONDUIT BELOW GRADE OR SLAB) OR THIN (DRY LOCATIONS ONLY, ABOVE GRADE), BOTH WITH SOLID CONDUCTORS. ALL BRANCH CIRCUIT WIRING SHALL BE OF SOLID CONDUCTORS. WIRING FOR CONTROL WIRING SHALL HAVE 600V INSULATION AND BE OF THE PROPER TYPE, SIZE AND NUMBER AS REQUIRED TO ACCOMPLISH THE DESIRED AND THE EQUIPMENT SPECIFIED.</p> <p>THE CONTRACTOR SHALL PERSONALLY INSPECT THE SITE OF THE PROPOSED WORK AND BE FULLY INFORMED AS TO THE CONDITIONS UNDER WHICH THE WORK IS TO BE DONE. FAILURE TO DO SO WILL NOT BE CONSIDERED SUFFICIENT JUSTIFICATION TO REQUEST OR OBTAIN EXTRA COMPENSATION OVER AND ABOVE THE CONTRACT PRICE.</p> <p>MATERIAL AND WORKSHIPS</p> <p>ALL MATERIAL AND APPARATUS SHALL BE NEW AND IN FIRST CLASS CONDITION. ALL MATERIAL AND APPARATUS SHALL HAVE MARKINGS OR A NAMEPLATE OR ENCLOSURES WHICH SHALL BE KEPT TO THE MINIMUM REQUIREMENT TO ESTABLISH QUALITY, SIZE AND CAPACITY. ALL WORKSHIPS SHALL BE OF THE TYPE AND MATERIALS WHICH ARE APPROPRIATE FOR THE WORK TO BE PERFORMED. ALL MATERIAL AND EQUIPMENT SHALL BE OF COMMERCIAL SPECIFICATION GRADE IN QUALITY, LIGHT DUTY AND RESIDENTIAL TYPE EQUIPMENT WILL NOT BE ACCEPTABLE. ALL HOISTS, SCAFFOLDS, STAGING, RUNWAYS, TOOLS, EQUIPMENT AND MATERIALS SHALL BE OF APPROPRIATE SIZE AND STRENGTH. ALL EQUIPMENT SHALL BE FURNISHED BY THIS CONTRACTOR. MATERIAL AND EQUIPMENT SHALL BE STORED AND MAINTAINED IN CLEAN CONDITION, AND PROTECTED FROM WEATHER, MOISTURE, AND PHYSICAL DAMAGE.</p> <p>COORDINATION</p> <p>THE CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER CONTRACTORS AND SUBCONTRACTORS SO THAT VARIOUS COMPONENTS OF THE ELECTRICAL SYSTEMS WILL BE INSTALLED AT THE PROPER TIME, WILL FIT THE AVAILABLE SPACE AND WILL ALLOW OPERATIVE ACCESS TO ALL EQUIPMENT. THE CONTRACTOR SHALL COORDINATE ALL SYSTEMS AND EQUIPMENT AND TO ENSURE THAT EQUIPMENT DRAWINGS TO DETERMINE THE EXTENT OF CLEAR SPACES. THE CONTRACTOR SHALL MAKE ALL OFFSETS REQUIRED TO CLEAR EQUIPMENT, AND STRUCTURAL MEMBERS; AND TO FACILITATE CONCEALING CONDUIT IN THE MANNER ANTICIPATED IN THE DESIGN.</p> <p>SUBMITTALS</p> <p>SUBMIT ELECTRONIC VERSION OF SHOP DRAWINGS AND PRODUCT DATA ON ALL ELECTRICAL EQUIPMENT TO BE PROVIDED BY THE CONTRACTOR.</p> <p>NOTE: EACH DRAWING WITH PROJECT NAME AND NUMBER; IDENTIFY EACH ELEMENT OF DRAWINGS BY REFERENCE TO SHEET NUMBER AND DETAIL, OR SCHEDULE CONTRACT DOCUMENTS.</p> <p>SEQUENTIALLY NUMBER SUBMITTALS ACCORDING THEIR SPECIFICATION SECTION NUMBER. REVISED SUBMITTALS SHOULD INCLUDE ORIGINAL NUMBER AND A SEQUENTIAL ALPHABETIC SUFFIX.</p> <p>CONTRACTOR AND SUPPLIER SHALL REVIEW AND STAMP AND SIGN SUBMITTALS PRIOR TO TRANSMITTAL; DETERMINE AND VERIFY FIELD MEASUREMENTS, FIELD CONSTRUCTION CRITERIA, MANUFACTURERS CATALOGS, AND OTHER CONFORMANCE OF SUBMITTAL WITH REQUIREMENTS OF CONTRACT DOCUMENTS, IDENTIFY IN WRITING AT TIME OF SUBMITTAL OF ANY OMISSIONS FROM REQUIREMENTS OF CONTRACT DOCUMENTS.</p> <p>MARK DIMENSIONS AND VALUES IN UNITS TO MATCH THOSE SPECIFIED.</p> <p>MARK ANY FEATURES/OPTIONS BEING PROVIDED, DELETE OR PUT A LINE THROUGH FEATURES/OPTIONS THAT ARE NOT BEING PROVIDED.</p> <p>DO NOT FABRICATE OR ORDER PRODUCTS OR BEGIN WORK THAT REQUIRES SUBMITTALS UNTIL APPROVAL OF SUBMITTAL.</p> <p>APPROVAL OF EQUIPMENT DOES NOT CONSTITUTE APPROVAL OF EQUIPMENT, COMPONENTS, ETC. THAT NO INFORMATION IS FURNISHED TO SHOW COMPLIANCE WITH CONTRACT DOCUMENTS.</p> <p>CONTRACTOR SHALL PAY A SHOP DRAWING REVIEW FEE OF \$100.00, TO THE ENGINEER, FOR EACH SHOP DRAWING REVIEW AFTER TWO REVIEWS THAT ARE MARKED "RETURNED FOR CORRECTIONS" BY THE ENGINEER.</p> <p>SUBSTITUTIONS</p> <p>DOCUMENT EACH REQUEST WITH COMPLETE DATA SUBSTANTIATING COMPLIANCE OF PROPOSED SUBSTITUTION WITH CONTRACT DOCUMENTS.</p> <p>REQUEST CONSTITUTES A REPRESENTATION THAT CONTRACTOR:</p> <ol style="list-style-type: none"> <li>1. WILL PROVIDE THE SAME PRODUCT AND DETERMINED THAT IT MEETS OR EXCEEDS, IN ALL RESPECTS, SPECIFIED PRODUCT.</li> <li>2. WILL PROVIDE THE SAME WARRANTY FOR SUBSTITUTION AS FOR SPECIFIED PRODUCT.</li> <li>3. WILL PROVIDE THE SAME WARRANTY AND MAKE OTHER CHANGES THAT MAY BE REQUIRED FOR WORK TO BE COMPLETE IN ALL RESPECTS.</li> <li>4. WILL REIMBURSE OWNER FOR ADDITIONAL COSTS OR TIME EXTENSION THAT MAY SUBSEQUENTLY BECOME APPROPRIATE.</li> <li>5. WILL REIMBURSE OWNER FOR REVIEW OR REDESIGN SERVICES ASSOCIATED WITH RE-APPROVAL BY AUTHORITIES.</li> </ol> <p>SUBSTITUTIONS WILL NOT BE CONSIDERED WHEN THEY ARE INDICATED OR IMPLIED ON SHOP DRAWING OR PRODUCT DATA SUBMITTALS WITHOUT SEPARATE WRITTEN REQUEST, OR WHEN ACCEPTANCE WILL REQUIRE SUBSTANTIAL REVISION OF CONTRACT DOCUMENTS.</p> <p>DIMENSIONS AND LAYOUTS</p> <p>THE DRAWINGS ARE SCHEMATIC IN NATURE, BUT SHOW THE VARIOUS COMPONENTS OF THE SYSTEMS APPROXIMATELY TO SCALE AND ATTEMPT TO INDICATE HOW THEY ARE TO BE INTEGRATED WITH OTHER PARTS OF THE SITE. FIGURED DIMENSIONS ARE TO BE TAKEN IN PREFERENCE TO SCALE DIMENSIONS. DEFECTIVE WORKSHIPS AND MATERIALS SHALL BE REPAVED OR REBUILT BY THE CONTRACTOR AT THE EXPENSE OF OTHER TRADES, AND BY REVIEWING ALL CONTRACT DOCUMENTS, THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ERRORS WHICH COULD HAVE BEEN AVOIDED BY PROPER CHECKING AND INSPECTION.</p> <p>ORDINANCES AND CODES</p> <p>CONTRACTORS PERFORMANCE, WORKMANSHIP AND MATERIALS SHALL COMPLY WITH NATIONAL FIRE PROTECTION ASSOCIATION CODES, STATE AND LOCAL BUILDING CODES, AND/OR ALL OTHER APPLICABLE CODES AND ORDINANCES. CONTRACTOR SHALL COMPLY WITH RULES AND REGULATIONS OF PUBLIC UTILITIES, PRINCIPAL CONTRACTORS, AND OTHER CONTRACTORS, AND OBTAIN ALL PERMITS AND PAY FOR ALL FEES. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY VIOLATION OF THE LAW BY THE CONTRACTOR. CONTRACTOR SHALL MAINTAIN ALL NECESSARY SIGNAL LIGHTS AND GUARDS FOR THE SAFETY OF THE PUBLIC.</p> <p>ADJUSTING, ALIGNING AND TESTING</p> <p>ALL ELECTRICAL EQUIPMENT ON THIS PROJECT FURNISHED UNDER THIS DIVISION AND ALL ELECTRICAL EQUIPMENT FURNISHED BY OTHERS SHALL BE ADJUSTED, ALIGNED AND TESTED FOR PROPER OPERATION BY THE ELECTRICAL CONTRACTOR. COMPLETE WIRING SYSTEMS SHALL BE FREE FROM SHORT CIRCUITS.</p> <p>GUARANTEE</p> <p>GUARANTEE AGAINST DEFECTIVE WORKMANSHIP AND MATERIAL, FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL PAYMENT. GUARANTEE SHALL INCLUDE MATERIAL TO BE REPLACED AND ALL LABOR REQUIRED.</p> <p>SECTION 260528 - ELECTRICAL SERVICE AND GROUNING</p> <p>ELECTRICAL SERVICE</p> <p>SEE DRAWINGS FOR TYPE, SIZE, VOLTAGE, PHASE, AND RELATED REQUIREMENTS.</p> <p>GROUNING</p> <p>THE ELECTRICAL SERVICE AND SIMILAR CONDUCTING SURFACES IN THIS CONTRACT WHICH REQUIRE GROUNING SHALL BE PERMANENTLY AND EFFECTIVELY GROUNDED BY THIS CONTRACTOR IN A THOROUGH AND EFFICIENT MANNER IN CONFORMANCE TO THE NATIONAL ELECTRICAL CODE. ALL CIRCUITS SHALL HAVE SEPARATE GREEN GROUND CONDUCTOR ROUTED WITH PHASE CONDUCTORS.</p> <p>SECTION 260519 - WIRE</p> <p>ALL WIRE SHALL HAVE COPPER CONDUCTORS, WITH UL, LABEL, AND 600 VOLT INSULATION. ALL WIRE SHALL BE RUN IN CONDUIT. SERVICE ENTRANCE CABLE SHALL BE TYPE USE, THWN OR XHHW WITH THHN OR XHHW CONDUCTORS. ALL WIRE IS AWG AND SMALLER SHALL BE TYPE THHN (WET OR DAMP LOCATIONS, OR IN CONDUIT BELOW GRADE OR SLAB) OR THIN (DRY LOCATIONS ONLY, ABOVE GRADE), BOTH WITH SOLID CONDUCTORS. ALL BRANCH CIRCUIT WIRING SHALL BE OF SOLID CONDUCTORS. WIRING FOR CONTROL WIRING SHALL HAVE 600V INSULATION AND BE OF THE PROPER TYPE, SIZE AND NUMBER AS REQUIRED TO ACCOMPLISH THE DESIRED AND THE EQUIPMENT SPECIFIED.</p> <p>WIRING INSTALLATION</p> <p>ALL WIRING SHALL BE INSTALLED IN CONDUIT RACEWAYS UNLESS OTHERWISE INDICATED HEREIN. ALL RACEWAYS SHOWN ARE DIAGRAMMATIC. EXACT LOCATIONS SHALL BE DETERMINED IN THE FIELD. ALL WIRING SHALL BE RUN IN CONDUIT. SERVICE ENTRANCE CABLE SHALL BE TYPE USE, THWN OR XHHW WITH THHN OR XHHW CONDUCTORS. ALL WIRE IS AWG AND SMALLER SHALL BE TYPE THHN (WET OR DAMP LOCATIONS, OR IN CONDUIT BELOW GRADE OR SLAB) OR THIN (DRY LOCATIONS ONLY, ABOVE GRADE), BOTH WITH SOLID CONDUCTORS. ALL BRANCH CIRCUIT WIRING SHALL BE OF SOLID CONDUCTORS. WIRING FOR CONTROL WIRING SHALL HAVE 600V INSULATION AND BE OF THE PROPER TYPE, SIZE AND NUMBER AS REQUIRED TO ACCOMPLISH THE DESIRED AND THE EQUIPMENT SPECIFIED.</p> <p>THE CONTRACTOR SHALL PERSONALLY INSPECT THE SITE OF THE PROPOSED WORK AND BE FULLY INFORMED AS TO THE CONDITIONS UNDER WHICH THE WORK IS TO BE DONE. FAILURE TO DO SO WILL NOT BE CONSIDERED SUFFICIENT JUSTIFICATION TO REQUEST OR OBTAIN EXTRA COMPENSATION OVER AND ABOVE THE CONTRACT PRICE.</p> <p>MATERIAL AND WORKSHIPS</p> <p>ALL MATERIAL AND APPARATUS SHALL BE NEW AND IN FIRST CLASS CONDITION. ALL MATERIAL AND APPARATUS SHALL HAVE MARKINGS OR A NAMEPLATE OR ENCLOSURES WHICH SHALL BE KEPT TO THE MINIMUM REQUIREMENT TO ESTABLISH QUALITY, SIZE AND CAPACITY. ALL WORKSHIPS SHALL BE OF THE TYPE AND MATERIALS WHICH ARE APPROPRIATE FOR THE WORK TO BE PERFORMED. ALL MATERIAL AND EQUIPMENT SHALL BE OF COMMERCIAL SPECIFICATION GRADE IN QUALITY, LIGHT DUTY AND RESIDENTIAL TYPE EQUIPMENT WILL NOT BE ACCEPTABLE. ALL HOISTS, SCAFFOLDS, STAGING, RUNWAYS, TOOLS, EQUIPMENT AND MATERIALS SHALL BE OF APPROPRIATE SIZE AND STRENGTH. ALL EQUIPMENT SHALL BE FURNISHED BY THIS CONTRACTOR. MATERIAL AND EQUIPMENT SHALL BE STORED AND MAINTAINED IN CLEAN CONDITION, AND PROTECTED FROM WEATHER, MOISTURE, AND PHYSICAL DAMAGE.</p> <p>COORDINATION</p> <p>THE CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER CONTRACTORS AND SUBCONTRACTORS SO THAT VARIOUS COMPONENTS OF THE ELECTRICAL SYSTEMS WILL BE INSTALLED AT THE PROPER TIME, WILL FIT THE AVAILABLE SPACE AND WILL ALLOW OPERATIVE ACCESS TO ALL EQUIPMENT. THE CONTRACTOR SHALL COORDINATE ALL SYSTEMS AND EQUIPMENT AND TO ENSURE THAT EQUIPMENT DRAWINGS TO DETERMINE THE EXTENT OF CLEAR SPACES. THE CONTRACTOR SHALL MAKE ALL OFFSETS REQUIRED TO CLEAR EQUIPMENT, AND STRUCTURAL MEMBERS; AND TO FACILITATE CONCEALING CONDUIT IN THE MANNER ANTICIPATED IN THE DESIGN.</p> <p>SUBMITTALS</p> <p>SUBMIT ELECTRONIC VERSION OF SHOP DRAWINGS AND PRODUCT DATA ON ALL ELECTRICAL EQUIPMENT TO BE PROVIDED BY THE CONTRACTOR.</p> <p>NOTE: EACH DRAWING WITH PROJECT NAME AND NUMBER; IDENTIFY EACH ELEMENT OF DRAWINGS BY REFERENCE TO SHEET NUMBER AND DETAIL, OR SCHEDULE CONTRACT DOCUMENTS.</p> <p>SEQUENTIALLY NUMBER SUBMITTALS ACCORDING THEIR SPECIFICATION SECTION NUMBER. REVISED SUBMITTALS SHOULD INCLUDE ORIGINAL NUMBER AND A SEQUENTIAL ALPHABETIC SUFFIX.</p> <p>CONTRACTOR AND SUPPLIER SHALL REVIEW AND STAMP AND SIGN SUBMITTALS PRIOR TO TRANSMITTAL; DETERMINE AND VERIFY FIELD MEASUREMENTS, FIELD CONSTRUCTION CRITERIA, MANUFACTURERS CATALOGS, AND OTHER CONFORMANCE OF SUBMITTAL WITH REQUIREMENTS OF CONTRACT DOCUMENTS, IDENTIFY IN WRITING AT TIME OF SUBMITTAL OF ANY OMISSIONS FROM REQUIREMENTS OF CONTRACT DOCUMENTS.</p> <p>MARK DIMENSIONS AND VALUES IN UNITS TO MATCH THOSE SPECIFIED.</p> <p>MARK ANY FEATURES/OPTIONS BEING PROVIDED, DELETE OR PUT A LINE THROUGH FEATURES/OPTIONS THAT ARE NOT BEING PROVIDED.</p> <p>DO NOT FABRICATE OR ORDER PRODUCTS OR BEGIN WORK THAT REQUIRES SUBMITTALS UNTIL APPROVAL OF SUBMITTAL.</p> <p>APPROVAL OF EQUIPMENT DOES NOT CONSTITUTE APPROVAL OF EQUIPMENT, COMPONENTS, ETC. THAT NO INFORMATION IS FURNISHED TO SHOW COMPLIANCE WITH CONTRACT DOCUMENTS.</p> <p>CONTRACTOR SHALL PAY A SHOP DRAWING REVIEW FEE OF \$100.00, TO THE ENGINEER, FOR EACH SHOP DRAWING REVIEW AFTER TWO REVIEWS THAT ARE MARKED "RETURNED FOR CORRECTIONS" BY THE ENGINEER.</p> <p>SUBSTITUTIONS</p> <p>DOCUMENT EACH REQUEST WITH COMPLETE DATA SUBSTANTIATING COMPLIANCE OF PROPOSED SUBSTITUTION WITH CONTRACT DOCUMENTS.</p> <p>REQUEST CONSTITUTES A REPRESENTATION THAT CONTRACTOR:</p> <ol style="list-style-type: none"> <li>1. WILL PROVIDE THE SAME PRODUCT AND DETERMINED THAT IT MEETS OR EXCEEDS, IN ALL RESPECTS, SPECIFIED PRODUCT.</li> <li>2. WILL PROVIDE THE SAME WARRANTY FOR SUBSTITUTION AS FOR SPECIFIED PRODUCT.</li> <li>3. WILL PROVIDE THE SAME WARRANTY AND MAKE OTHER CHANGES THAT MAY BE REQUIRED FOR WORK TO BE COMPLETE IN ALL RESPECTS.</li> <li>4. WILL REIMBURSE OWNER FOR ADDITIONAL COSTS OR TIME EXTENSION THAT MAY SUBSEQUENTLY BECOME APPROPRIATE.</li> <li>5. WILL REIMBURSE OWNER FOR REVIEW OR REDESIGN SERVICES ASSOCIATED WITH RE-APPROVAL BY AUTHORITIES.</li> </ol> <p>SUBSTITUTIONS WILL NOT BE CONSIDERED WHEN THEY ARE INDICATED OR IMPLIED ON SHOP DRAWING OR PRODUCT DATA SUBMITTALS WITHOUT SEPARATE WRITTEN REQUEST, OR WHEN ACCEPTANCE WILL REQUIRE SUBSTANTIAL REVISION OF CONTRACT DOCUMENTS.</p> <p>DIMENSIONS AND LAYOUTS</p> <p>THE DRAWINGS ARE SCHEMATIC IN NATURE, BUT SHOW THE VARIOUS COMPONENTS OF THE SYSTEMS APPROXIMATELY TO SCALE AND ATTEMPT TO INDICATE HOW THEY ARE TO BE INTEGRATED WITH OTHER PARTS OF THE SITE. FIGURED DIMENSIONS ARE TO BE TAKEN IN PREFERENCE TO SCALE DIMENSIONS. DEFECTIVE WORKSHIPS AND MATERIALS SHALL BE REPAVED OR REBUILT BY THE CONTRACTOR AT THE EXPENSE OF OTHER TRADES, AND BY REVIEWING ALL CONTRACT DOCUMENTS, THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ERRORS WHICH COULD HAVE BEEN AVOIDED BY PROPER CHECKING AND INSPECTION.</p> <p>ORDINANCES AND CODES</p> <p>CONTRACTORS PERFORMANCE, WORKMANSHIP AND MATERIALS SHALL COMPLY WITH NATIONAL FIRE PROTECTION ASSOCIATION CODES, STATE AND LOCAL BUILDING CODES, AND/OR ALL OTHER APPLICABLE CODES AND ORDINANCES. CONTRACTOR SHALL COMPLY WITH RULES AND REGULATIONS OF PUBLIC UTILITIES, PRINCIPAL CONTRACTORS, AND OTHER CONTRACTORS, AND OBTAIN ALL PERMITS AND PAY FOR ALL FEES. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY VIOLATION OF THE LAW BY THE CONTRACTOR. CONTRACTOR SHALL MAINTAIN ALL NECESSARY SIGNAL LIGHTS AND GUARDS FOR THE SAFETY OF THE PUBLIC.</p> <p>ADJUSTING, ALIGNING AND TESTING</p> <p>ALL ELECTRICAL EQUIPMENT ON THIS PROJECT FURNISHED UNDER THIS DIVISION AND ALL ELECTRICAL EQUIPMENT FURNISHED BY OTHERS SHALL BE ADJUSTED, ALIGNED AND TESTED FOR PROPER OPERATION BY THE ELECTRICAL CONTRACTOR. COMPLETE WIRING SYSTEMS SHALL BE FREE FROM SHORT CIRCUITS.</p> <p>GUARANTEE</p> <p>GUARANTEE AGAINST DEFECTIVE WORKMANSHIP AND MATERIAL, FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL PAYMENT. GUARANTEE SHALL INCLUDE MATERIAL TO BE REPLACED AND ALL LABOR REQUIRED.</p> <p>SECTION 260528 - ELECTRICAL SERVICE AND GROUNING</p> <p>ELECTRICAL SERVICE</p> <p>SEE DRAWINGS FOR TYPE, SIZE, VOLTAGE, PHASE, AND RELATED REQUIREMENTS.</p> <p>GROUNING</p> <p>THE ELECTRICAL SERVICE AND SIMILAR CONDUCTING SURFACES IN THIS CONTRACT WHICH REQUIRE GROUNING SHALL BE PERMANENTLY AND EFFECTIVELY GROUNDED BY THIS CONTRACTOR IN A THOROUGH AND EFFICIENT MANNER IN CONFORMANCE TO THE NATIONAL ELECTRICAL CODE. ALL CIRCUITS SHALL HAVE SEPARATE GREEN GROUND CONDUCTOR ROUTED WITH PHASE CONDUCTORS.</p> <p>SECTION 260519 - WIRE</p> <p>ALL WIRE SHALL HAVE COPPER CONDUCTORS, WITH UL, LABEL, AND 600 VOLT INSULATION. ALL WIRE SHALL BE RUN IN CONDUIT. SERVICE ENTRANCE CABLE SHALL BE TYPE USE, THWN OR XHHW WITH THHN OR XHHW CONDUCTORS. ALL WIRE IS AWG AND SMALLER SHALL BE TYPE THHN (WET OR DAMP LOCATIONS, OR IN CONDUIT BELOW GRADE OR SLAB) OR THIN (DRY LOCATIONS ONLY, ABOVE GRADE), BOTH WITH SOLID CONDUCTORS. ALL BRANCH CIRCUIT WIRING SHALL BE OF SOLID CONDUCTORS. WIRING FOR CONTROL WIRING SHALL HAVE 600V INSULATION AND BE OF THE PROPER TYPE, SIZE AND NUMBER AS REQUIRED TO ACCOMPLISH THE DESIRED AND THE EQUIPMENT SPECIFIED.</p> <p>WIRING INSTALLATION</p> <p>ALL WIRING SHALL BE INSTALLED IN CONDUIT RACEWAYS UNLESS OTHERWISE INDICATED HEREIN. ALL RACEWAYS SHOWN ARE DIAGRAMMATIC. EXACT LOCATIONS SHALL BE DETERMINED IN THE FIELD. ALL WIRING SHALL BE RUN IN CONDUIT. SERVICE ENTRANCE CABLE SHALL BE TYPE USE, THWN OR XHHW WITH THHN OR XHHW CONDUCTORS. ALL WIRE IS AWG AND SMALLER SHALL BE TYPE THHN (WET OR DAMP LOCATIONS, OR IN CONDUIT BELOW GRADE OR SLAB) OR THIN (DRY LOCATIONS ONLY, ABOVE GRADE), BOTH WITH SOLID CONDUCTORS. ALL BRANCH CIRCUIT WIRING SHALL BE OF SOLID CONDUCTORS. WIRING FOR CONTROL WIRING SHALL HAVE 600V INSULATION AND BE OF THE PROPER TYPE, SIZE AND NUMBER AS REQUIRED TO ACCOMPLISH THE DESIRED AND THE EQUIPMENT SPECIFIED.</p> <p>THE CONTRACTOR SHALL PERSONALLY INSPECT THE SITE OF THE PROPOSED WORK AND BE FULLY INFORMED AS TO THE CONDITIONS UNDER WHICH THE WORK IS TO BE DONE. FAILURE TO DO SO WILL NOT BE CONSIDERED SUFFICIENT JUSTIFICATION TO REQUEST OR OBTAIN EXTRA COMPENSATION OVER AND ABOVE THE CONTRACT PRICE.</p> <p>MATERIAL AND WORKSHIPS</p> <p>ALL MATERIAL AND APPARATUS SHALL BE NEW AND IN FIRST CLASS CONDITION. ALL MATERIAL AND APPARATUS SHALL HAVE MARKINGS OR A NAMEPLATE OR ENCLOSURES WHICH SHALL BE KEPT TO THE MINIMUM REQUIREMENT TO ESTABLISH QUALITY, SIZE AND CAPACITY. ALL WORKSHIPS SHALL BE OF THE TYPE AND MATERIALS WHICH ARE APPROPRIATE FOR THE WORK TO BE PERFORMED. ALL MATERIAL AND EQUIPMENT SHALL BE OF COMMERCIAL SPECIFICATION GRADE IN QUALITY, LIGHT DUTY AND RESIDENTIAL TYPE EQUIPMENT WILL NOT BE ACCEPTABLE. ALL HOISTS, SCAFFOLDS, STAGING, RUNWAYS, TOOLS, EQUIPMENT AND MATERIALS SHALL BE OF APPROPRIATE SIZE AND STRENGTH. ALL EQUIPMENT SHALL BE FURNISHED BY THIS CONTRACTOR. MATERIAL AND EQUIPMENT SHALL BE STORED AND MAINTAINED IN CLEAN CONDITION, AND PROTECTED FROM WEATHER, MOISTURE, AND PHYSICAL DAMAGE.</p> <p>COORDINATION</p> <p>THE CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER CONTRACTORS AND SUBCONTRACTORS SO THAT VARIOUS COMPONENTS OF THE ELECTRICAL SYSTEMS WILL BE INSTALLED AT THE PROPER TIME, WILL FIT THE AVAILABLE SPACE AND WILL ALLOW OPERATIVE ACCESS TO ALL EQUIPMENT. THE CONTRACTOR SHALL COORDINATE ALL SYSTEMS AND EQUIPMENT AND TO ENSURE THAT EQUIPMENT DRAWINGS TO DETERMINE THE EXTENT OF CLEAR SPACES. THE CONTRACTOR SHALL MAKE ALL OFFSETS REQUIRED TO CLEAR EQUIPMENT, AND STRUCTURAL MEMBERS; AND TO FACILITATE CONCEALING CONDUIT IN THE MANNER ANTICIPATED IN THE DESIGN.</p> <p>SUBMITTALS</p> <p>SUBMIT ELECTRONIC VERSION OF SHOP DRAWINGS AND PRODUCT DATA ON ALL ELECTRICAL EQUIPMENT TO BE PROVIDED BY THE CONTRACTOR.</p> <p>NOTE: EACH DRAWING WITH PROJECT NAME AND NUMBER; IDENTIFY EACH ELEMENT OF DRAWINGS BY REFERENCE TO SHEET NUMBER AND DETAIL, OR SCHEDULE CONTRACT DOCUMENTS.</p> <p>SEQUENTIALLY NUMBER SUBMITTALS ACCORDING THEIR SPECIFICATION SECTION NUMBER. REVISED SUBMITTALS SHOULD INCLUDE ORIGINAL NUMBER AND A SEQUENTIAL ALPHABETIC SUFFIX.</p> <p>CONTRACTOR AND SUPPLIER SHALL REVIEW AND STAMP AND SIGN SUBMITTALS PRIOR TO TRANSMITTAL; DETERMINE AND VERIFY FIELD MEASUREMENTS, FIELD CONSTRUCTION CRITERIA, MANUFACTURERS CATALOGS, AND OTHER CONFORMANCE OF SUBMITTAL WITH REQUIREMENTS OF CONTRACT DOCUMENTS, IDENTIFY IN WRITING AT TIME OF SUBMITTAL OF ANY OMISSIONS FROM REQUIREMENTS OF CONTRACT DOCUMENTS.</p> <p>MARK DIMENSIONS AND VALUES IN UNITS TO MATCH THOSE SPECIFIED.</p> <p>MARK ANY FEATURES/OPTIONS BEING PROVIDED, DELETE OR PUT A LINE THROUGH FEATURES/OPTIONS THAT ARE NOT BEING PROVIDED.</p> <p>DO NOT FABRICATE OR ORDER PRODUCTS OR BEGIN WORK THAT REQUIRES SUBMITTALS UNTIL APPROVAL OF SUBMITTAL.</p> <p>APPROVAL OF EQUIPMENT DOES NOT CONSTITUTE APPROVAL OF EQUIPMENT, COMPONENTS, ETC. THAT NO INFORMATION IS FURNISHED TO SHOW COMPLIANCE WITH CONTRACT DOCUMENTS.</p> <p>CONTRACTOR SHALL PAY A SHOP DRAWING REVIEW FEE OF \$100.00, TO THE ENGINEER, FOR EACH SHOP DRAWING REVIEW AFTER TWO REVIEWS THAT ARE MARKED "RETURNED FOR CORRECTIONS" BY THE ENGINEER.</p> <p>SUBSTITUTIONS</p> <p>DOCUMENT EACH REQUEST WITH COMPLETE DATA SUBSTANTIATING COMPLIANCE OF PROPOSED SUBSTITUTION WITH CONTRACT DOCUMENTS.</p> <p>REQUEST CONSTITUTES A REPRESENTATION THAT CONTRACTOR:</p> <ol style="list-style-type: none"> <li>1. WILL PROVIDE THE SAME PRODUCT AND DETERMINED THAT IT MEETS OR EXCEEDS, IN ALL RESPECTS, SPECIFIED PRODUCT.</li> <li>2. WILL PROVIDE THE SAME WARRANTY FOR SUBSTITUTION AS FOR SPECIFIED PRODUCT.</li> <li>3. WILL PROVIDE THE SAME WARRANTY AND MAKE OTHER CHANGES THAT MAY BE REQUIRED FOR WORK TO BE COMPLETE IN ALL RESPECTS.</li> <li>4. WILL REIMBURSE OWNER FOR ADDITIONAL COSTS OR TIME EXTENSION THAT MAY SUBSEQUENTLY BECOME APP</li></ol>
---





# Conceptual Post Construction Stormwater Management Plan

---

Project Name: Southport East – REV Development Lot 1

PCSMP Number: TBD

Subdivision Name: Southport East Replat 15

Total Site Acreage: 2.37 acres

Acreage Draining to Underground Detention: 2.37 acres

Required Water Quality Treatment Volume: (Drainage Area) \* 1,815 CF/AC  
(2.37 AC) \* 1,815 CF/AC = **4,302 CF**

Water Quality Treatment Volume to be Provided: **6,334 CF**

---

## Drainage and Treatment Summary

The project is located at the northwest corner of the intersection of Port Grace Blvd and S. 123<sup>rd</sup> Plaza. The existing site is entirely pervious open greenspace. The existing site has two drainage curb inlets located along Port Grace Blvd and two drainage curb inlets along S. 123<sup>rd</sup> Plaza, along with an area inlet near Port Grace Blvd. The existing inlets in the public right-of-way ultimately drain to an existing culvert and flows into the West Papillion Creek at Eastport Pkwy and Harrison Street.

The proposed site drainage philosophy will generally match the existing site flow pattern. The proposed system includes an underground detention bed that will detain and treat water quality for this lot. Stormwater runoff will drain to proposed inlets throughout the development, routed to the underground detention bed conveyed through the private storm sewer system, and connect into the existing storm sewer system in Port Grace Blvd at the northeast corner of the site.

The requirement for the Papillion Creek Watershed Partnership (PWCP) is to treat the first ½" runoff volume and “no net increase” for the 2, 10, and 100-year storm events. Per the La Vista Municipal Code, for significant redevelopment sites, the calculation of the area requiring control of the first one-half inch of runoff shall be based only on the impervious area of the project site that is being added or replaced. The design will include calculations showing that water quality treatment will be provided and detention will be provided as necessary.

Please refer to the attached PCSMP exhibit for further information.



---

[Space above the line for recording data]

## **POST CONSTRUCTION STORM WATER MANAGEMENT PLAN MAINTENANCE AGREEMENT**

**WHEREAS**, REV Development LLC, recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called Southport East – REV Development Lot 1 in the jurisdiction of the City of La Vista, Sarpy County, Nebraska; and,

**WHEREAS**, the Property Owner (whether one or more) is the owner of Southport East – REV Development Lot 1 (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, 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, TBD, Southport East – REV Development Lot 1, (hereinafter referred to as "PCSMP"), should 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
2. or its designee.
3. 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 Plan 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.

4. 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.
5. The Property Owner, its administrators, executors, successors, heirs, 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, 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 acts during such entry upon the property.
6. The Property Owner its administrators, executors, successors, heirs, 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 of La Vista or its designee in its sole discretion, the City of La Vista or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City of La Vista 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 acts during such entry upon the property.

The City of La Vista or its designee shall have the right to recover from the Property Owner any and all reasonable costs the City of La Vista 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 negligent acts of the City. Failure to pay the City of La Vista or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City of La Vista 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 of La Vista to maintain or repair the facility or facilities, and the City of La Vista 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 of La Vista 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 negligent act of the City.

9. The Property Owner shall not in any way diminish, limit, or restrict the right of the City of La Vista 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  
\_\_\_\_ day of \_\_\_\_\_, 2023.

**INDIVIDUAL, PARTNERSHIP and/or CORPORATION**

Name of Individual, Partnership and/or Corporation
_____
Name
_____
Title
_____
_____

Name of Individual, Partnership and/or Corporation
_____
Name
_____
Title
_____
_____
Signature

## ACKNOWLEDGMENT

\_\_\_\_\_  
State \_\_\_\_\_ )

\_\_\_\_\_  
County \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_, 2023 before me, a Notary Public, in and for said County, personally came the above named:

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

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 abovewritten.

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

\_\_\_\_\_  
Notary Seal

## Exhibit “A”

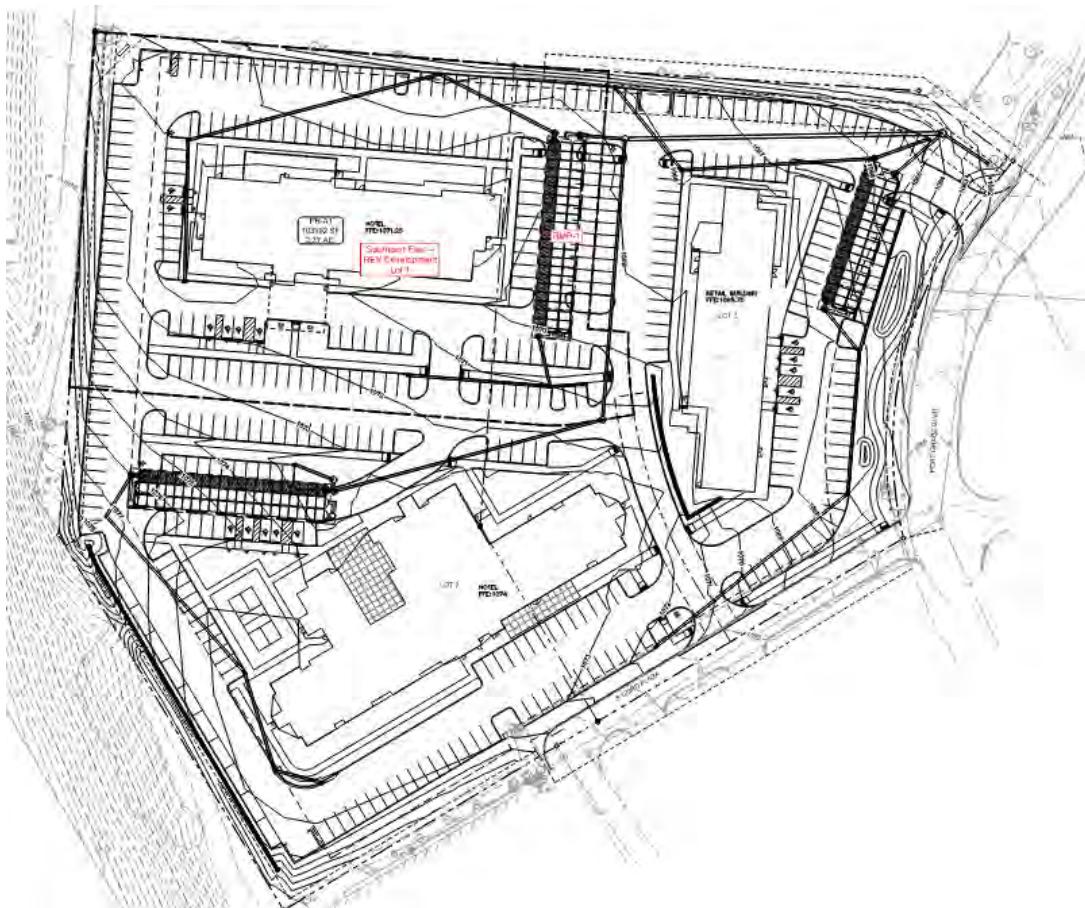
### Real Property Depiction

#### **PROJECT INFORMATION**

Legal Description: Southport East – REV Development Lot 1  
Property Address: Port Grace Blvd & S. 123<sup>rd</sup> Plaza  
Subdivision Name: Southport East Replat 15 Lot 1  
Sect.-Town-Rng.: 14-12-18

#### **APPLICANT INFORMATION**

Business Name: REV Development LLC  
Business Address: 1000 O St Ste 1, Lincoln, NE 68510  
Contact Representative's Name: Derek Zimmerman  
Contact Representative's Phone Number: 402-416-6830  
Signing Representative's Name: Derek Zimmerman



## Exhibit “B”

### BMP Maintenance Requirements

#### **Name & Location**

Project Name: Southport East – REV Development Lot 1

Address: Southport East Replat 15 Lot 1

PCWP Project Number: TBD

PWD Building Permit #: N/A

PCSMP Project Number: TBD

#### **Site Data**

Total Site Area: 2.37 ac

Total Disturbed Area: 2.37 ac

Total Undisturbed Area: 0 ac

Impervious Area Before Construction: 0%

Impervious Area After Construction: 80%

#### **BMP Information**

BMP ID	Type of BMP	Latitude/Longitude
BMP #1	Underground Chamber System	41° 11' 1 "N 96° 6' 20"W

<b>BMP Type (Underground Chamber System)</b>	
<b>Task</b>	<b>Schedule</b>
Remove sediment in bottom of structures	Annually, or if two feet of sediment has accumulated in the bottom of the structures
Inspect Isolator Rows	Every six months for the first year of operation and adjusted to a maximum of once per year based on previous observation of sediment deposition.
Clean Isolator Rows	Once sediment exceeds three inches throughout the length of the isolator row, cleanout should be performed.
Forebay inspection and cleanout	Monthly – remove sediment every 7 years or when 50% of storage volume has been lost
Grate inlet inspected and cleanout	Monthly
Inspect for structural damage	Annually
Inspect, exercise all mechanical devices	Annually
Repair broken pipe or structures	As needed
Task	Schedule

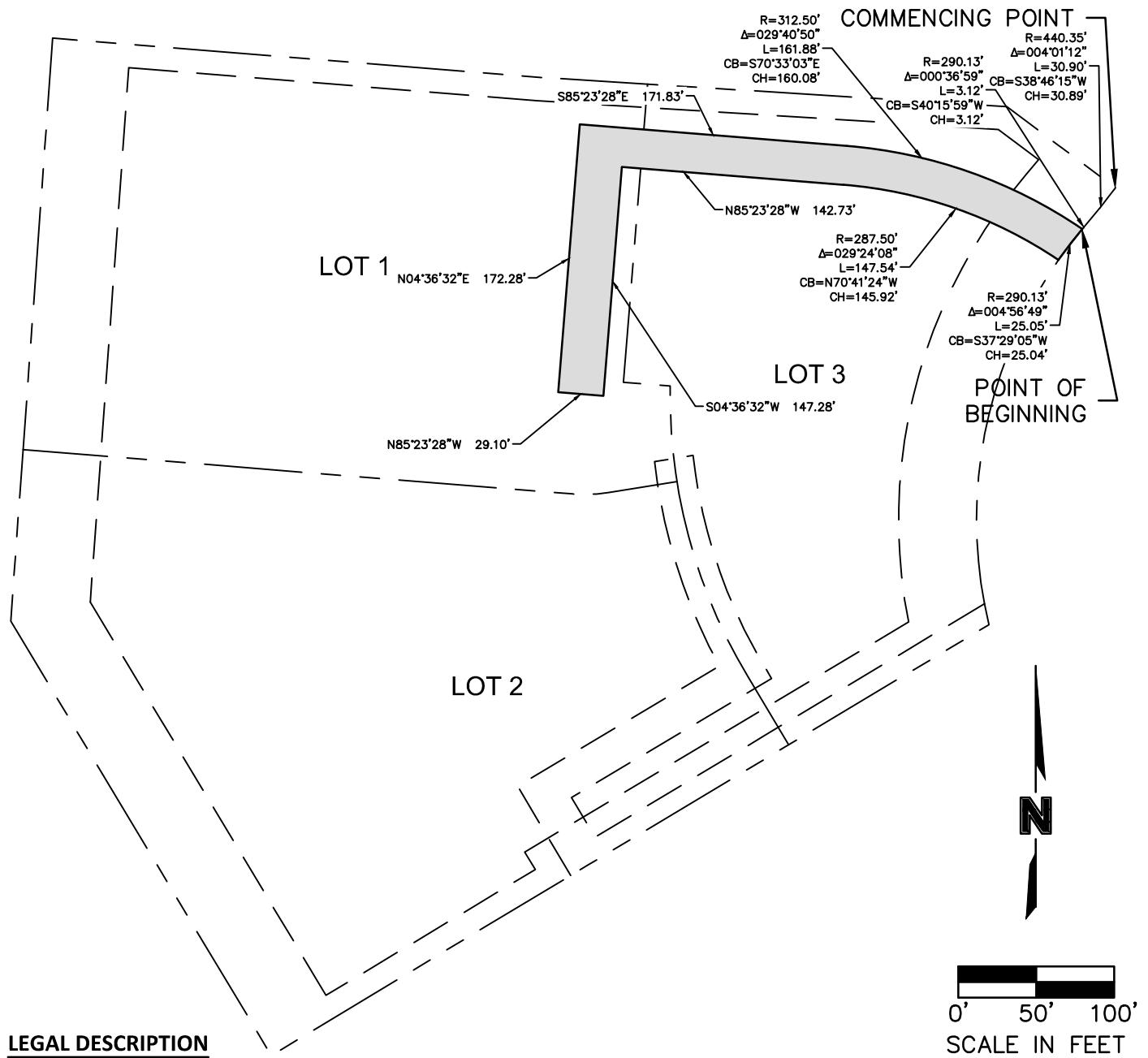
#### **Maintenance Inspection Reports**

Annual maintenance inspection reports must be commissioned by the property owner and provided to the City upon request. The first report shall be conducted one year following the final acceptance date of the Post Construction Stormwater Management Plan and each year thereafter on or before the acceptance anniversary date. All maintenance activities and inspection reports must be kept on file with the property owner for a minimum of five years. Annual maintenance inspection reports shall be performed by a registered Nebraska professional engineer, architect, or qualified professional.

Exhibits\Lot 1 PCSMP\23-06-13\_Storm Sewer Easement \_02300212.dwg  
22300212 C\_PUTIL\_02300212 C\_PBASE\_02300212  
USER: kandressen

DWG: F:\2023\00001-00500\023-00212\40-Design\ C\_PBNDY\_ DATE: Jun 13, 2023 1:32pm XREFS:

SAID BOUNDARY CONTAINS A CALCULATED AREA OF 12,444.77 SQUARE FEET OR 0.286 ACRES, MORE OR LESS.



## LEGAL DESCRIPTION

LOCATED IN THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 14, TOWNSHIP 12 NORTH, RANGE 18 EAST OF THE 6TH P.M., LA VISTA, SARPY COUNTY, NEBRASKA.

COMMENCING AT THE EASTERNMOST CORNER OF LOT 3, SOUTHPOR EAST REPLAT FIFTEEN; THENCE ON SAID CORNER OF LOT 3 A CURVE TURNING TO THE LEFT THROUGH 04DEGREES 01MINUTES 12SECONDS, HAVING A RADIUS OF 440.35 FEET, AND WHOSE LONG CHORD BEARS S 38DEGREES 46MINUTES 15SECONDS W FOR A DISTANCE OF 30.89 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 00DEGREES 36MINUTES 59SECONDS, HAVING A RADIUS OF 290.13 FEET, AND WHOSE LONG CHORD BEARS S 40DEGREES 15MINUTES 59SECONDS W FOR A DISTANCE OF 3.12 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 04DEGREES 56MINUTES 49SECONDS, HAVING A RADIUS OF 290.13 FEET, AND WHOSE LONG CHORD BEARS S 37DEGREES 29MINUTES 05SECONDS W FOR A DISTANCE OF 25.04 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 29DEGREES 24MINUTES 08SECONDS, HAVING A RADIUS OF 287.50 FEET, AND WHOSE LONG CHORD BEARS N 70DEGREES 41MINUTES 24SECONDS W FOR A DISTANCE OF 147.54 FEET TO THE BEGINNING OF A LINE. THENCE, N 85DEGREES 23MINUTES 28SECONDS W FOR A DISTANCE OF 142.73 FEET TO A POINT ON A LINE. THENCE, S 04DEGREES 36MINUTES 32SECONDS W FOR A DISTANCE OF 147.28 FEET TO A POINT ON A LINE. THENCE, N 85DEGREES 23MINUTES 28SECONDS W FOR A DISTANCE OF 29.10 FEET TO A POINT ON A LINE. THENCE, N 04DEGREES 36MINUTES 32SECONDS E FOR A DISTANCE OF 172.28 FEET TO A POINT ON A LINE. THENCE, S 85DEGREES 23MINUTES 28SECONDS E FOR A DISTANCE OF 171.83 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH 29DEGREES 40MINUTES 50SECONDS, HAVING A RADIUS OF 312.50 FEET, AND WHOSE LONG CHORD BEARS S 70DEGREES 33MINUTES 03SECONDS E FOR A DISTANCE OF 161.88 FEET TO THE POINT OF BEGINNING.

# PERMANENT STORM SEWER EASMENT

**olsson**

2111 South 67th Street  
Suite 200  
Omaha, NE 68106  
TEL 402.341.1116

EXHIBIT

# Conceptual Post Construction Stormwater Management Plan

---

Project Name: Southport East – REV Development Lot 2

PCSMP Number: TBD

Subdivision Name: Southport East Replat 15

Total Site Acreage: 2.79 acres

Acreage Draining to Underground Detention: 2.79 acres

Required Water Quality Treatment Volume: (Drainage Area) \* 1,815 CF/AC  
(2.79 AC) \* 1,815 CF/AC = **5,064 CF**

Water Quality Treatment Volume to be Provided: **6,334 CF**

---

## Drainage and Treatment Summary

The project is located at the northwest corner of the intersection of Port Grace Blvd and S. 123<sup>rd</sup> Plaza. The existing site is entirely pervious open greenspace. The existing site has two drainage curb inlets located along Port Grace Blvd and two drainage curb inlets along S. 123<sup>rd</sup> Plaza, along with an area inlet near Port Grace Blvd. The existing inlets in the public right-of-way ultimately drain to an existing culvert and flows into the West Papillion Creek at Eastport Pkwy and Harrison Street.

The proposed site drainage philosophy will generally match the existing site flow pattern. The proposed system includes an underground detention bed that will detain and treat water quality for this lot. Stormwater runoff will drain to proposed inlets throughout the development, routed to the underground detention bed conveyed through the private storm sewer system, and connect into the existing storm sewer system in Port Grace Blvd at the northeast corner of the site.

The requirement for the Papillion Creek Watershed Partnership (PWCP) is to treat the first ½" runoff volume and “no net increase” for the 2, 10, and 100-year storm events. Per the La Vista Municipal Code, for significant redevelopment sites, the calculation of the area requiring control of the first one-half inch of runoff shall be based only on the impervious area of the project site that is being added or replaced. The design will include calculations showing that water quality treatment will be provided and detention will be provided as necessary.

Please refer to the attached PCSMP exhibit for further information.



---

[Space above the line for recording data]

## **POST CONSTRUCTION STORM WATER MANAGEMENT PLAN MAINTENANCE AGREEMENT**

**WHEREAS**, REV Development LLC, recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called Southport East – REV Development Lot 2 in the jurisdiction of the City of La Vista, Sarpy County, Nebraska; and,

**WHEREAS**, the Property Owner (whether one or more) is the owner of Southport East – REV Development Lot 2 (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, 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, TBD, Southport East – REV Development Lot 2, (hereinafter referred to as "PCSMP"), should 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
2. or its designee.
3. 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 Plan 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.

4. 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.
5. The Property Owner, its administrators, executors, successors, heirs, 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, 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 acts during such entry upon the property.
6. The Property Owner its administrators, executors, successors, heirs, 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 of La Vista or its designee in its sole discretion, the City of La Vista or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City of La Vista 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 acts during such entry upon the property.

The City of La Vista or its designee shall have the right to recover from the Property Owner any and all reasonable costs the City of La Vista 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 negligent acts of the City. Failure to pay the City of La Vista or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City of La Vista 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 of La Vista to maintain or repair the facility or facilities, and the City of La Vista 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 of La Vista 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 negligent act of the City.

9. The Property Owner shall not in any way diminish, limit, or restrict the right of the City of La Vista 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  
\_\_\_\_ day of \_\_\_\_\_, 2023.

**INDIVIDUAL, PARTNERSHIP and/or CORPORATION**

Name of Individual, Partnership and/or Corporation
_____
Name
_____
Title
_____
_____

Name of Individual, Partnership and/or Corporation
_____
Name
_____
Title
_____
_____
Signature

## ACKNOWLEDGMENT

\_\_\_\_\_  
State \_\_\_\_\_ )

\_\_\_\_\_  
County \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_, 2023 before me, a Notary Public, in and for said County, personally came the above named:

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

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 abovewritten.

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

\_\_\_\_\_  
Notary Seal

## Exhibit “A”

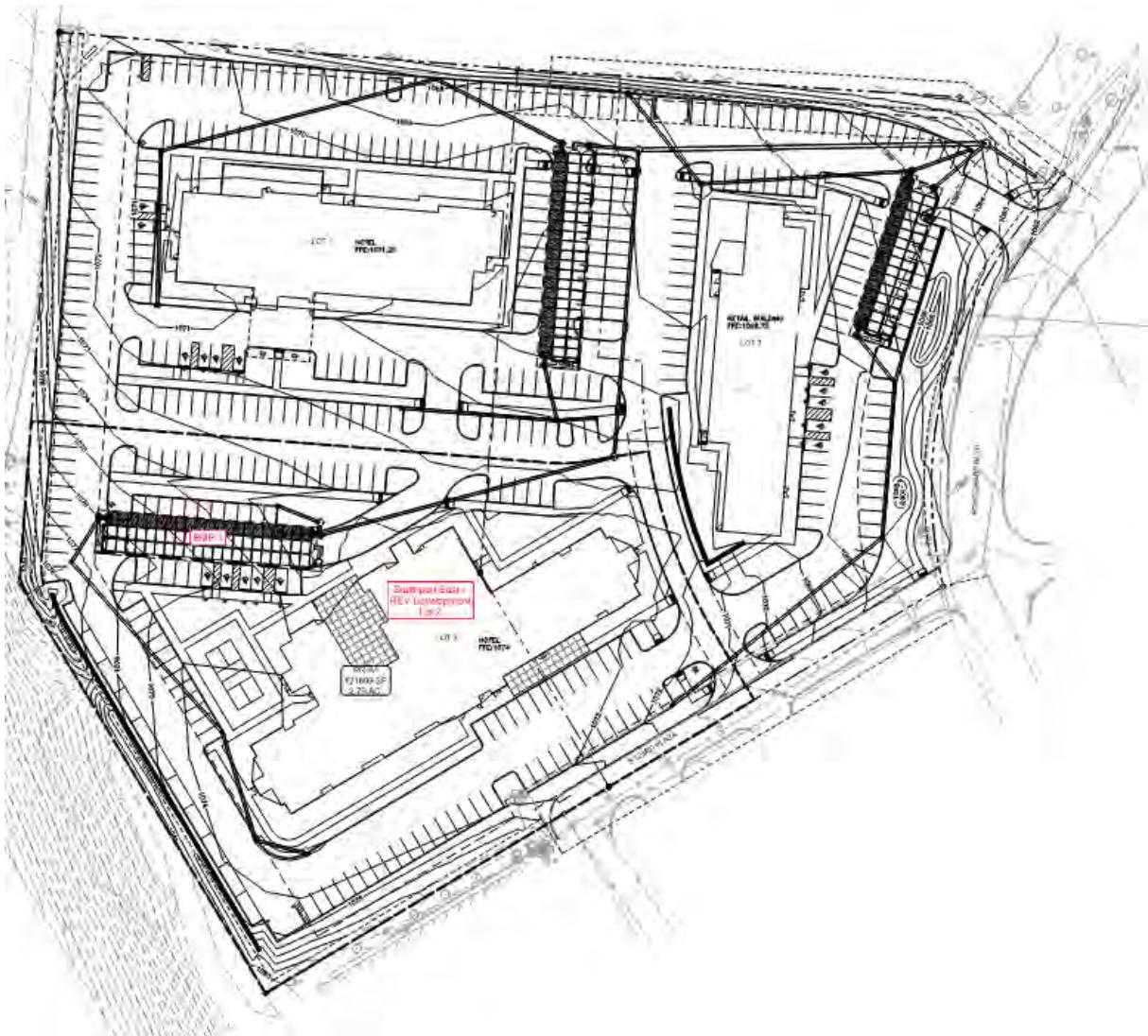
### Real Property Depiction

#### **PROJECT INFORMATION**

Legal Description: Southport East – REV Development Lot 2  
Property Address: Port Grace Blvd & S. 123<sup>rd</sup> Plaza  
Subdivision Name: Southport East Replat 15 Lot 2  
Sect.-Town-Rng.: 14-12-18

#### **APPLICANT INFORMATION**

Business Name: REV Development LLC  
Business Address: 1000 O St Ste 1, Lincoln, NE 68510  
Contact Representative's Name: Derek Zimmerman  
Contact Representative's Phone Number: 402-416-6830  
Signing Representative's Name: Derek Zimmerman



## Exhibit “B”

### BMP Maintenance Requirements

#### **Name & Location**

Project Name: Southport East – REV Development Lot 2

Address: Southport East Replat 15 Lot 2

PCWP Project Number: TBD

PWD Building Permit #: N/A

PCSMP Project Number: TBD

#### **Site Data**

Total Site Area: 2.79 ac

Total Disturbed Area: 2.79 ac

Total Undisturbed Area: 0 ac

Impervious Area Before Construction: 0%

Impervious Area After Construction: 72%

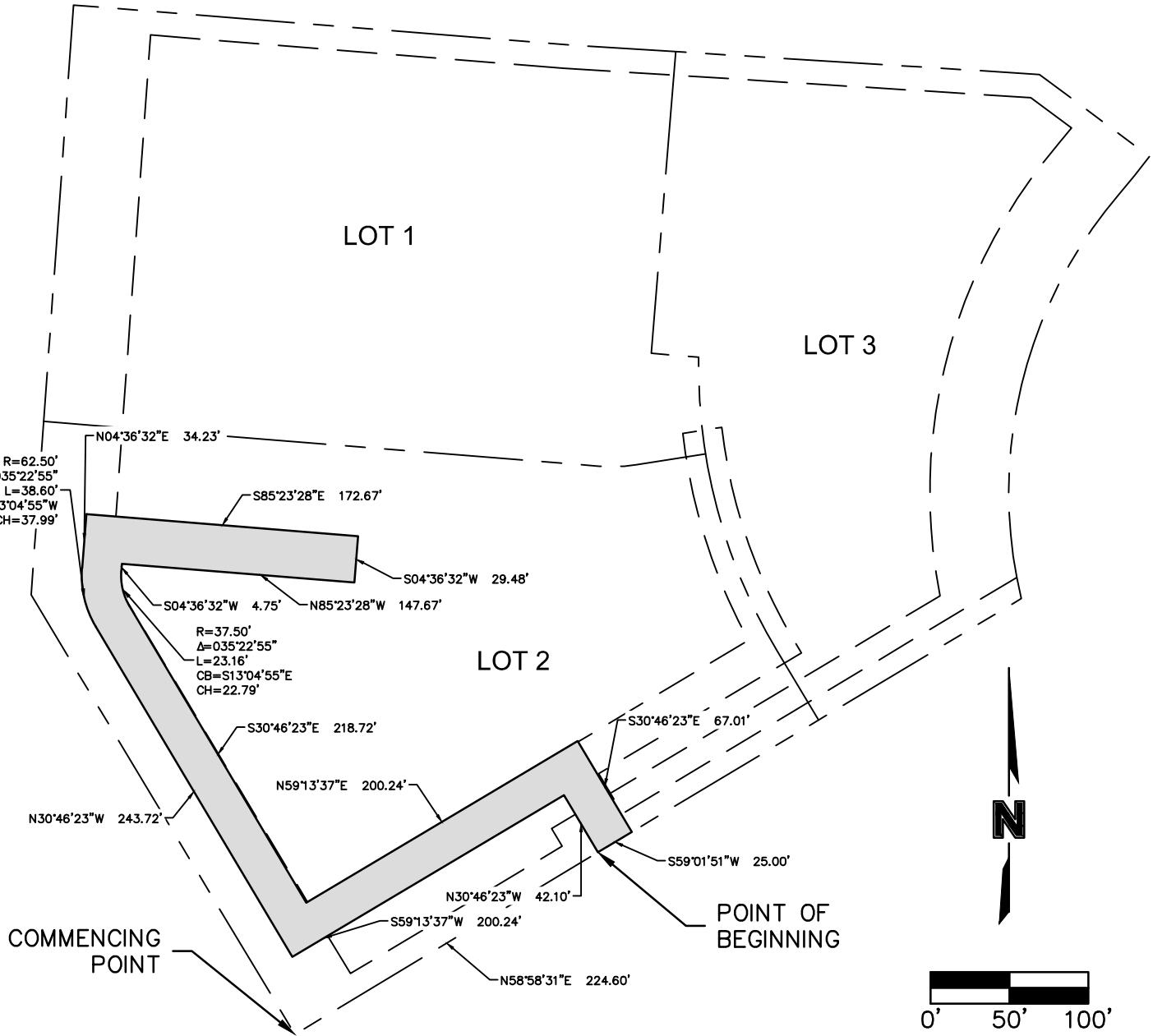
#### **BMP Information**

BMP ID	Type of BMP	Latitude/Longitude
BMP #1	Underground Chamber System	41° 10' 59"N 96° 6' 23 "W

<b>BMP Type (Underground Chamber System)</b>	
<b>Task</b>	<b>Schedule</b>
Remove sediment in bottom of structures	Annually, or if two feet of sediment has accumulated in the bottom of the structures
Inspect Isolator Rows	Every six months for the first year of operation and adjusted to a maximum of once per year based on previous observation of sediment deposition.
Clean Isolator Rows	Once sediment exceeds three inches throughout the length of the isolator row, cleanout should be performed.
Forebay inspection and cleanout	Monthly – remove sediment every 7 years or when 50% of storage volume has been lost
Grate inlet inspected and cleanout	Monthly
Inspect for structural damage	Annually
Inspect, exercise all mechanical devices	Annually
Repair broken pipe or structures	As needed
Task	Schedule

#### **Maintenance Inspection Reports**

Annual maintenance inspection reports must be commissioned by the property owner and provided to the City upon request. The first report shall be conducted one year following the final acceptance date of the Post Construction Stormwater Management Plan and each year thereafter on or before the acceptance anniversary date. All maintenance activities and inspection reports must be kept on file with the property owner for a minimum of five years. Annual maintenance inspection reports shall be performed by a registered Nebraska professional engineer, architect, or qualified professional.



# Conceptual Post Construction Stormwater Management Plan

---

Project Name: Southport East – REV Development Lot 3

PCSMP Number: TBD

Subdivision Name: Southport East Replat 15

Total Site Acreage: 1.98 acres

Acreage Draining to Underground Detention: 1.98 acres

Required Water Quality Treatment Volume: (Drainage Area) \* 1,815 CF/AC  
(1.98 AC) \* 1,815 CF/AC = **3,594 CF**

Water Quality Treatment Volume to be Provided: **4,887 CF**

---

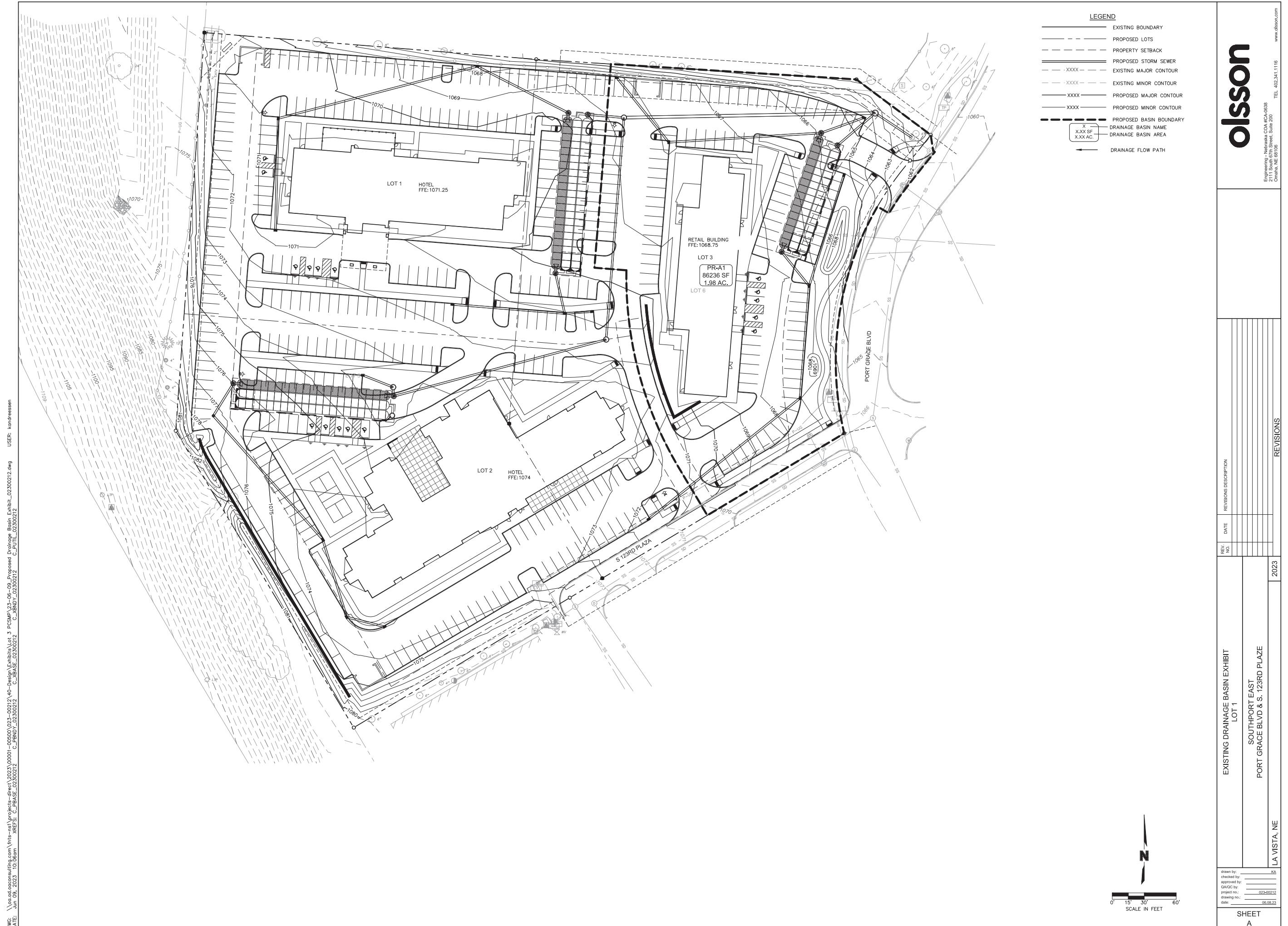
## Drainage and Treatment Summary

The project is located at the northwest corner of the intersection of Port Grace Blvd and S. 123<sup>rd</sup> Plaza. The existing site is entirely pervious open greenspace. The existing site has two drainage curb inlets located along Port Grace Blvd and two drainage curb inlets along S. 123<sup>rd</sup> Plaza, along with an area inlet near Port Grace Blvd. The existing inlets in the public right-of-way ultimately drain to an existing culvert and flows into the West Papillion Creek at Eastport Pkwy and Harrison Street.

The proposed site drainage philosophy will generally match the existing site flow pattern. The proposed system includes an underground detention bed that will detain and treat water quality for this lot. Stormwater runoff will drain to proposed inlets throughout the development, routed to the underground detention bed conveyed through the private storm sewer system, and connect into the existing storm sewer system in Port Grace Blvd at the northeast corner of the site.

The requirement for the Papillion Creek Watershed Partnership (PWCP) is to treat the first ½" runoff volume and “no net increase” for the 2, 10, and 100-year storm events. Per the La Vista Municipal Code, for significant redevelopment sites, the calculation of the area requiring control of the first one-half inch of runoff shall be based only on the impervious area of the project site that is being added or replaced. The design will include calculations showing that water quality treatment will be provided and detention will be provided as necessary.

Please refer to the attached PCSMP exhibit for further information.



---

[Space above the line for recording data]

## **POST CONSTRUCTION STORM WATER MANAGEMENT PLAN MAINTENANCE AGREEMENT**

**WHEREAS**, REV Development LLC, recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called Southport East – REV Development Lot 3 in the jurisdiction of the City of La Vista, Sarpy County, Nebraska; and,

**WHEREAS**, the Property Owner (whether one or more) is the owner of Southport East – REV Development Lot 3 (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, 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, TBD, Southport East – REV Development Lot 3, (hereinafter referred to as "PCSMP"), should 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
2. or its designee.
3. 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 Plan 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.

4. 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.
5. The Property Owner, its administrators, executors, successors, heirs, 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, 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 acts during such entry upon the property.
6. The Property Owner its administrators, executors, successors, heirs, 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 of La Vista or its designee in its sole discretion, the City of La Vista or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City of La Vista 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 acts during such entry upon the property.

The City of La Vista or its designee shall have the right to recover from the Property Owner any and all reasonable costs the City of La Vista 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 negligent acts of the City. Failure to pay the City of La Vista or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City of La Vista 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 of La Vista to maintain or repair the facility or facilities, and the City of La Vista 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 of La Vista 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 negligent act of the City.

9. The Property Owner shall not in any way diminish, limit, or restrict the right of the City of La Vista 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  
\_\_\_\_ day of \_\_\_\_\_, 2023.

**INDIVIDUAL, PARTNERSHIP and/or CORPORATION**

Name of Individual, Partnership and/or Corporation
_____
Name
_____
Title
_____
_____

Name of Individual, Partnership and/or Corporation
_____
Name
_____
Title
_____
_____
Signature

## ACKNOWLEDGMENT

\_\_\_\_\_  
State \_\_\_\_\_ )

\_\_\_\_\_  
County \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_, 2023 before me, a Notary Public, in and for said County, personally came the above named:

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

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 abovewritten.

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

\_\_\_\_\_  
Notary Seal

## Exhibit "A"

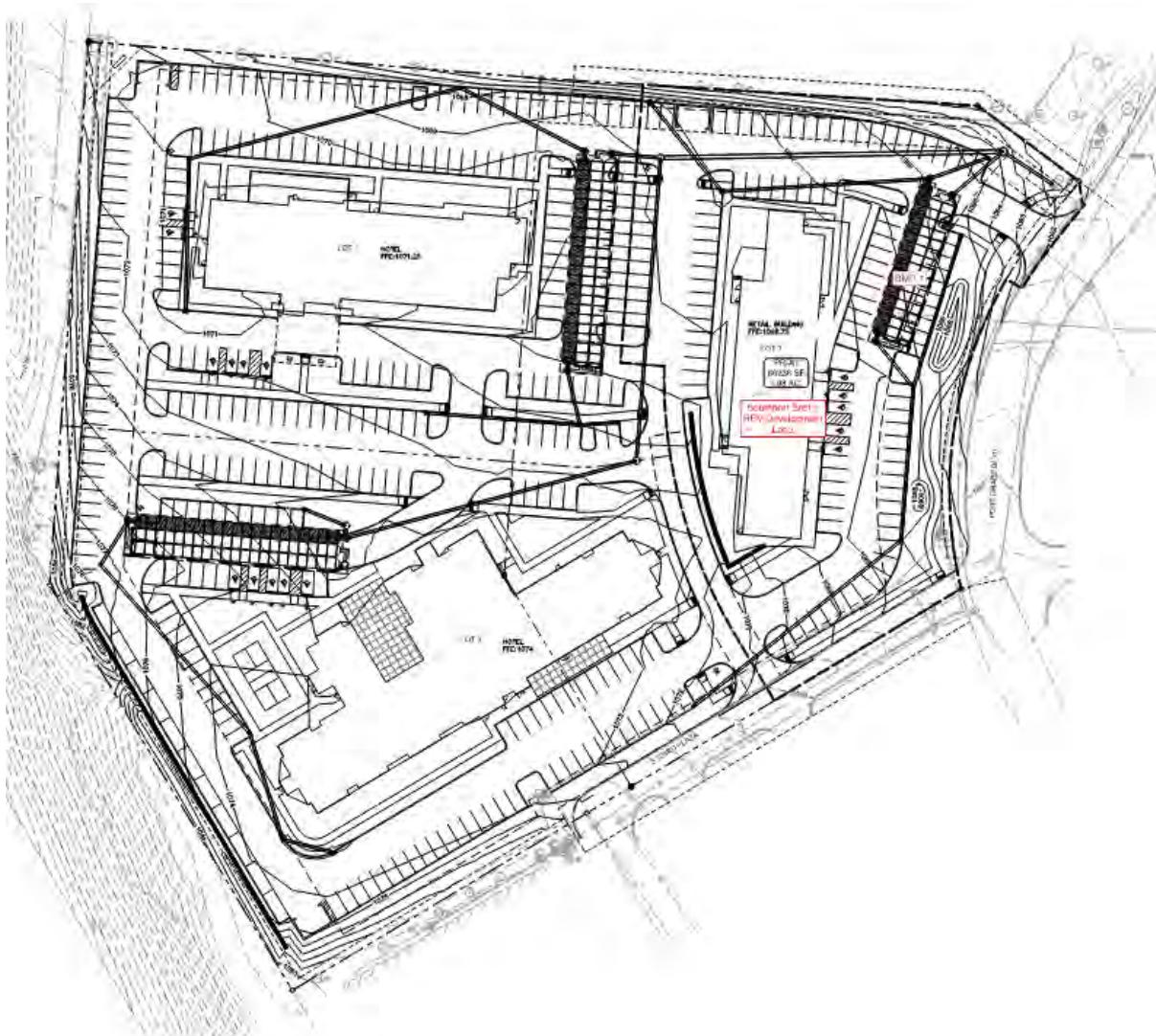
### Real Property Depiction

#### **PROJECT INFORMATION**

Legal Description: Southport East – REV Development Lot 3  
Property Address: Port Grace Blvd & S. 123<sup>rd</sup> Plaza  
Subdivision Name: Southport East Replat 15 Lot 3  
Sect.-Town-Rng.: 14-12-18

#### **APPLICANT INFORMATION**

Business Name: REV Development LLC  
Business Address: 1000 O St Ste 1, Lincoln, NE 68510  
Contact Representative's Name: Derek Zimmerman  
Contact Representative's Phone Number: 402-416-6830  
Signing Representative's Name: Derek Zimmerman



## Exhibit “B”

### BMP Maintenance Requirements

#### **Name & Location**

Project Name: Southport East – REV Development Lot 3

Address: Southport East Replat 15 Lot 3

PCWP Project Number: TBD

PWD Building Permit #: N/A

PCSMP Project Number: TBD

#### **Site Data**

Total Site Area: 1.98 ac

Total Disturbed Area: 1.98 ac

Total Undisturbed Area: 0 ac

Impervious Area Before Construction: 0%

Impervious Area After Construction: 73%

#### **BMP Information**

BMP ID	Type of BMP	Latitude/Longitude
BMP #1	Underground Chamber System	41° 11' 1"N 96° 6' 16"W

<b>BMP Type (Underground Chamber System)</b>	
<b>Task</b>	<b>Schedule</b>
Remove sediment in bottom of structures	Annually, or if two feet of sediment has accumulated in the bottom of the structures
Inspect Isolator Rows	Every six months for the first year of operation and adjusted to a maximum of once per year based on previous observation of sediment deposition.
Clean Isolator Rows	Once sediment exceeds three inches throughout the length of the isolator row, cleanout should be performed.
Forebay inspection and cleanout	Monthly – remove sediment every 7 years or when 50% of storage volume has been lost
Grate inlet inspected and cleanout	Monthly
Inspect for structural damage	Annually
Inspect, exercise all mechanical devices	Annually
Repair broken pipe or structures	As needed
Task	Schedule

#### **Maintenance Inspection Reports**

Annual maintenance inspection reports must be commissioned by the property owner and provided to the City upon request. The first report shall be conducted one year following the final acceptance date of the Post Construction Stormwater Management Plan and each year thereafter on or before the acceptance anniversary date. All maintenance activities and inspection reports must be kept on file with the property owner for a minimum of five years. Annual maintenance inspection reports shall be performed by a registered Nebraska professional engineer, architect, or qualified professional.

LOT 1

LOT 2

LOT 3

COMMENCING POINT

R=290.13' Δ=00°36'59" L=3.12' CB=S40°15'59"W CH=3.12'  
 R=312.50' Δ=01°57'17" L=92.47' CB=S64°11'17"E CH=92.14'

R=440.35' Δ=00°4'01"12" L=30.90' CB=S38°46'15"W CH=30.89'

POINT OF BEGINNING

N18°24'12"E 130.02'  
 N71°35'48"W 29.10'  
 R=287.50' Δ=01°05'54" L=55.02' CB=N61°28'17"W CH=54.94'  
 S18°24'12"W 104.13'



0' 50' 100'  
SCALE IN FEET

#### LEGAL DESCRIPTION

LOCATED IN THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 14, TOWNSHIP 12 NORTH, RANGE 18 EAST OF THE 6TH P.M., LA VISTA, SARPY COUNTY, NEBRASKA.

COMMENCING AT THE EASTERNMOST CORNER OF LOT 3, SOUTHPORT EAST REPLAT FIFTEEN; THENCE ON SAID CORNER OF LOT 3 A CURVE TURNING TO THE LEFT THROUGH 04DEGREES 01MINUTES 12SECONDS, HAVING A RADIUS OF 440.35 FEET, AND WHOSE LONG CHORD BEARS S 38DEGREES 46MINUTES 15SECONDS W FOR A DISTANCE OF 30.89 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 00DEGREES 36MINUTES 59SECONDS, HAVING A RADIUS OF 290.13 FEET, AND WHOSE LONG CHORD BEARS S 40DEGREES 15MINUTES 59SECONDS W FOR A DISTANCE OF 3.12 FEET TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING**; THENCE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 04DEGREES 56MINUTES 49SECONDS, HAVING A RADIUS OF 290.13 FEET, AND WHOSE LONG CHORD BEARS S 37DEGREES 29MINUTES 05SECONDS W FOR A DISTANCE OF 25.04 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 10DEGREES 57MINUTES 54SECONDS, HAVING A RADIUS OF 287.50 FEET, AND WHOSE LONG CHORD BEARS N 61DEGREES 28MINUTES 17SECONDS W FOR A DISTANCE OF 55.02 FEET TO THE BEGINNING OF A LINE. THENCE, S 18DEGREES 24MINUTES 12SECONDS W FOR A DISTANCE OF 104.13 FEET TO A POINT ON A LINE.

THENCE, N 71DEGREES 35MINUTES 48SECONDS W FOR A DISTANCE OF 29.10 FEET TO A POINT ON A LINE. THENCE, N 18DEGREES 24MINUTES 12SECONDS E FOR A DISTANCE OF 130.02 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH 16DEGREES 57MINUTES 17SECONDS, HAVING A RADIUS OF 312.50 FEET, AND WHOSE LONG CHORD BEARS S 64DEGREES 11MINUTES 17SECONDS E FOR A DISTANCE OF 92.47 FEET TO THE **POINT OF BEGINNING**.

SAID BOUNDARY CONTAINS A CALCULATED ARE OF 5,253.47 SQUARE FEET OR 0.121 ACRES, MORE OR LESS.

PROJECT NO: 023-00212

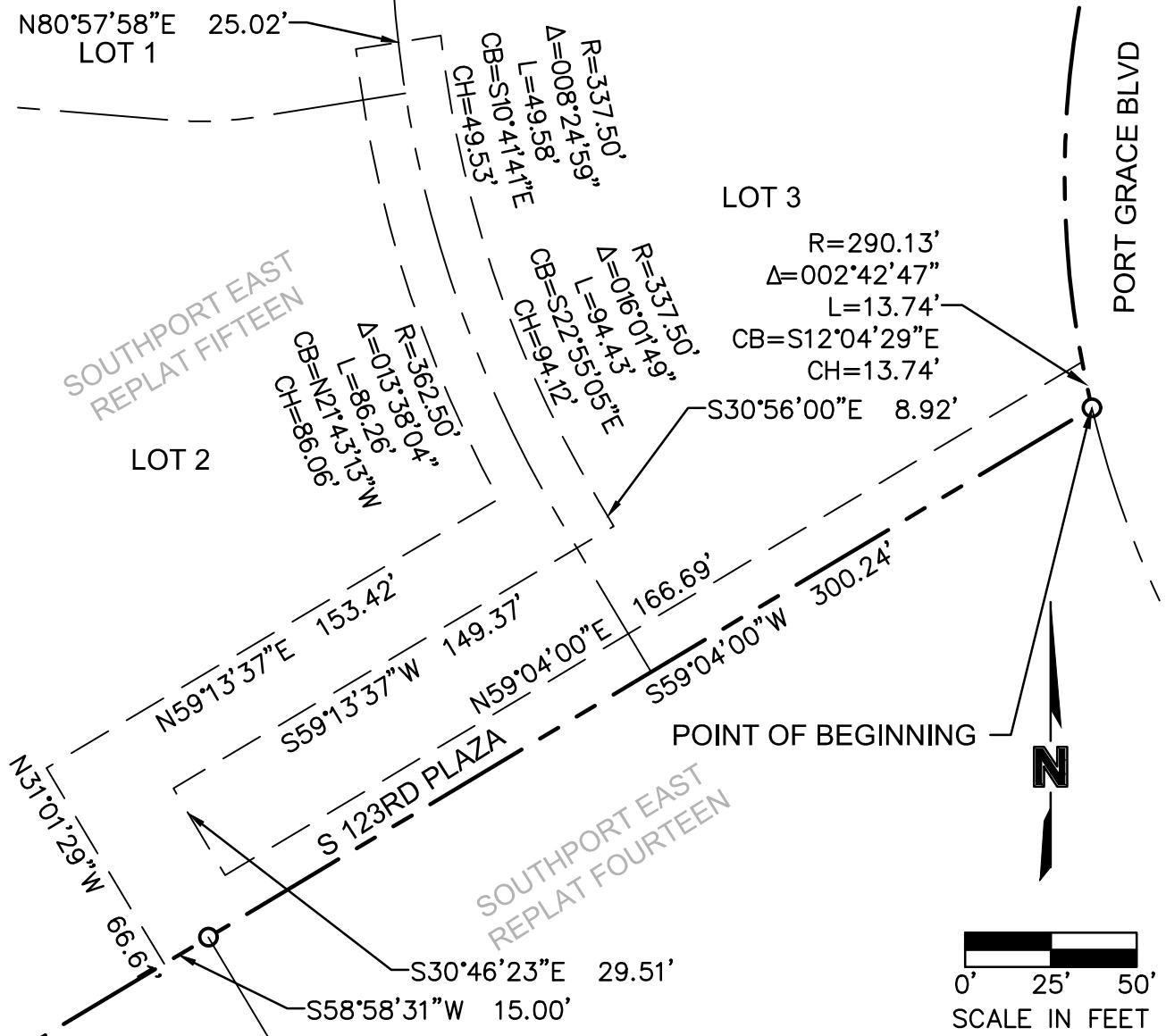
DRAWN BY: KA

DATE: 06/13/2023

PERMANENT STORM  
SEWER EASEMENT

2111 South 67th Street,  
Suite 200  
Omaha, NE 68106  
TEL 402.341.1116

EXHIBIT



#### LEGAL DESCRIPTION

A PERMANENT ACCESS EASEMENT LOCATED IN LOTS 1 THRU 3, SOUTHPORT EAST REPLAT FIFTEEN, A PLATTED AND RECORDED ADDITION TO SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3, SAID CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF PORT GRACE BOULEVARD; THENCE ON THE SOUTH LINE OF SAID LOT 3 ON AN ASSUMED BEARING OF S59°04'00"W, 300.24 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 2, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1, SOUTHPORT EAST REPLAT FOURTEEN, A PLATTED AND RECORDED ADDITION TO SARPY COUNTY; THENCE ON SAID SOUTH LINE OF LOT 2 S58°58'31"W, 15.00 FEET; THENCE N31°01'29"W, 13.00 FEET; THENCE N58°58'31"E, 3.02 FEET; THENCE N30°46'23"W, 54.10 FEET; THENCE N59°13'37"E, 150.18 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ON A 362.50 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 137.90 FEET (LONG CHORD BEARS N17°33'38"W, 137.07 FEET; THENCE N80°57'58"E, 25.02 FEET TO A POINT ON NON-TANGENT CURVATURE; THENCE ON A 337.50 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 144.00 FEET (LONG CHORD BEARS S18°42'36"E, 142.91 FEET); THENCE S30°56'00"E, 9.42 FEET; THENCE S59°13'37"W, 149.91 FEET; THENCE S30°46'23"E, 29.01 FEET; THENCE N59°04'00"E, 291.69 FEET TO A POINT OF CURVATURE ON SAID WEST RIGHT-OF-WAY LINE OF PORT GRACE BOULEVARD; THENCE ON SAID WEST RIGHT-OF-WAY LINE OF PORT GRACE BOULEVARD ON A 290.13 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 13.74 FEET (LONG CHORD BEARS S12°04'29"E, 13.74 FEET) TO THE POINT OF BEGINNING.

SAID PERMANENT ACCESS EASEMENT CONTAINS A CALCULATED AREA OF 12,555.36 SQUARE FEET OR 0.288 ACRES, MORE OR LESS.

#### LEGAL DESCRIPTION

A 21.50 FOOT WIDE PERMANENT SIDEWALK EASEMENT LOCATED PARALLEL TO THE EAST PROPERTY LINE OF LOT 3, SOUTHPORT EAST REPLAT FIFTEEN, A PLATTED AND RECORDED ADDITION TO SARPY COUNTY, NEBRASKA, SAID 21.50 FOOT WIDE PERMANENT SIDEWALK EASEMENT CONTAINS A CALCULATED AREA OF 6,818.90 SQUARE FEET OR 0.157 ACRES, MORE OR LESS.

PROJECT NO: 023-00212

DRAWN BY: RDN

DATE: 06/13/2023

ACCESS EASEMENT

olsson

2111 South 67th Street,  
Suite 200  
Omaha, NE 68106  
TEL 402.341.1116

EXHIBIT

B