



La Vista City Council Meeting Agenda
July 7, 2026
6:00 PM
Harold "Andy" Anderson Council Chamber
La Vista City Hall, 8116 Park View Blvd
La Vista, Nebraska

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**
- **Proclamations**
 - A. National Park and Recreation Month**
 - B. Park and Recreation Professionals Day**
- **Awards**
 - C. Service Award - David Karlson - 30 Years**

- **Consent Agenda**

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

- D. Consent Agenda Items**

- 1. Approval of the Agenda as Presented
 - 2. Approval of the Minutes of the June 16, 2026 City Council Meeting
 - 3. Monthly Financial Reports - May 2026
 - 4. Approval of Claims

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

- **Council Business**

- E. Zoning Map Amendment - Lots 1 & 2 Harrison Hills Replat 7 - Streck, LLC**

- 1. Public Hearing
 - 2. Ordinance

- F. Planned Unit Development Site Plan Amendment – Lots 1 & 2 Harrison Hills Replat 7 – Streck, LLC**

- 1. Public Hearing
 - 2. Resolution

- G. Harrison Hills Replat Eight - Replat & Subdivision Agreement - Streck, LLC**

- 1. Resolution - Final Plat
 - 2. Resolution - Subdivision Agreement

H. Conditional Use Permit - StovePipe Engraving, LLC

1. Public Hearing
2. Resolution

I. Ordinance - Amend Nonexclusive Franchise Agreement

J. Ordinance - Amend Master Fee Ordinance

K. Resolution - Trail Easement - Lot 2 Cimarron Woods Replat Three

L. Resolution - Authorize Waiver of Parking Fees for Upcoming Event

M. Resolution - Authorize Request for Proposals - Professional Services for the Construction of the La Vista Sports Complex Baseball Field

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

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



**PROCLAMATION
National Park & Recreation Month**

WHEREAS: parks and recreation is an integral part of communities throughout this country, including the City of La Vista; and

WHEREAS: parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS: parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS: parks and recreation is a leading provider of healthy meals, nutrition services and education; and

WHEREAS: parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS: parks and recreation is fundamental to the environmental well-being of our community; and

WHEREAS: our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS: the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS: City of La Vista recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE I, Douglas Kindig, Mayor of the City of La Vista, do hereby proclaim the month of July 2026 as Park and Recreation Month in the City of La Vista and encourage all residents to participate in recreation programming, and/or utilize our beautiful parks, trails and community spaces.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of La Vista to be affixed this 7th day of July 2026.

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk



PROCLAMATION
Park & Recreation Professionals Day

WHEREAS: the City of La Vista recognizes that the parks and recreation field is a diverse and comprehensive system that improves personal, social, environmental and economic health; and

WHEREAS: the City of La Vista recognizes the importance and benefits of park and recreation services that enrich the lives of its citizens, and help make this community a desirable place to live, work and visit; and

WHEREAS: the City of La Vista supports the skilled work of park and recreation professionals to strengthen community cohesion and resiliency, connect people with nature and each other, and provide and promote opportunities for healthful living, social equity and environmental sustainability; and

WHEREAS: the City of La Vista values the essential services that park and recreation professionals and volunteers perform to provide recreational and developmental enrichment for our children, youth, adults and older adults; and to ensure our parks and recreational spaces are clean, safe, inclusive, welcoming and ready to use.

NOW THEREFORE I, Douglas Kindig, Mayor of the City of La Vista, do hereby proclaim July 17, 2026 as Park and Recreation Professionals Day in the city of La Vista and encourage all residents to thank and appreciate the highly skilled and caring individuals serving in our Park and Recreation Departments.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of La Vista to be affixed this 7th day of July 2026.

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk



CITY OF LA VISTA
CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO DAVID KARLSON OF THE RECREATION DEPARTMENT, FOR 30 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, David Karlson has served the City of La Vista since June 3, 1996; and

WHEREAS, David Karlson's input and contributions to the City of La Vista have contributed to the success of the City;

NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to David Karlson on behalf of the City of La Vista for 30 years of service to the City.

DATED THIS 7TH DAY OF JULY 2026.

[Signature of Douglas Kindig]

Douglas Kindig, Mayor

[Signature of Terrilyn Quick]

Terrilyn Quick
Councilmember, Ward I

[Signature of Kim J. Thomas]

Kim J. Thomas
Councilmember, Ward I

[Signature of Ronald Sheehan]

Ronald Sheehan
Councilmember, Ward II

[Signature of Kelly R. Sell]

Kelly R. Sell
Councilmember, Ward II

[Signature of Deb Hale]

Deb Hale
Councilmember, Ward III

[Signature of Alan W. Ronan]

Alan W. Ronan
Councilmember, Ward III

[Signature of Kevin Wetuski]

Kevin Wetuski
Councilmember, Ward IV

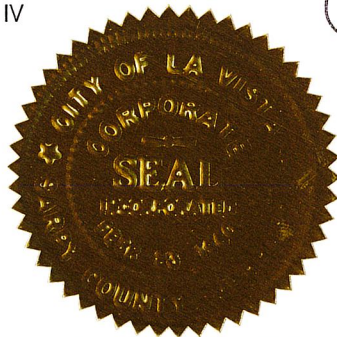
[Signature of Jim Frederick]

Jim Frederick
Councilmember, Ward IV

ATTEST:

[Signature of Rachel D. Carl]

Rachel D. Carl
City Clerk





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MINUTE RECORD

No. 729 -- REDFIELD DIRECT E2106195KV

LA VISTA CITY COUNCIL MEETING June 16, 2026

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on June 16, 2026. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Quick and Sell. Also in attendance were City Attorney McKeon, City Administrator Mastera, Assistant City Administrator Ramirez, City Clerk Carl, Director of Administrative Services Pokorny, Finance Director Harris, Chief of Police Schofield, Fire Chief Gottsch, Community Development Director Fountain, Recreation Director Buller, Library Director Barcal, Director of Public Works Soucie, Human Resources Director Lowery and City Engineer Dowse.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on June 3, 2026. Notice was simultaneously given to Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

Mayor Kindig called the meeting to order and made the announcements.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE JUNE 2, 2026 CITY COUNCIL MEETING
3. APPROVAL OF THE MINUTES OF THE MAY 20, 2026 PARKS AND RECREATION ADVISORY COMMITTEE
4. RESOLUTION - AUTORIZE PURCHASE -- ICE CONTROL SALT

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ICE CONTROL SALT FROM CENTRAL SALT, LYONS, KANSAS IN AN AMOUNT NOT TO EXCEED \$56,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of ice control salt is necessary; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for this purchase; and

WHEREAS, the ice control salt is used by Public Works for winter operations; and

WHEREAS, Subsection (C) (8) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secures City Council approval in accordance with the Purchasing Policy approved by City Council;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska authorizing the purchase of ice control salt from Central Salt, Lyons, Kansas in an amount not to exceed \$56,000.00.

5. APPROVAL OF CLAIMS

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

ABE'S, services	154.80
ADP, payroll & taxes	509,355.57
AKRS EQUIP, maint	58.68
AMAZON, supplies	1,811.81
A MININO, deposit refund	100.00
APPLIED CONCEPTS, equip	2,562.00
ARNOLD MOTOR, maint	1,214.94
BACON LETTUCE CREATIVE, services	510.00
BAIRD HOLM, services	1,377.00
BEHAVEN KIDS, events	100.00

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B FERRERIS, deposit refund	100.00
BISHOP BUS, supplies	87.24
BOK FINANCIAL, services	105,625.00
BOOT BARN, apparel	301.73
BROADCAST MUSIC, services	459.00
CENTER POINT, books	246.90
CENTURY LINK/LUMEN, phones	641.33
CINTAS, apparel	517.55
CITY OF PAPILLION, services	21,182.59
COMPLETE TACTICAL, trming	5,000.00
CONCRETE SPLY, project	422.00
CONNER PSYCH, services	930.00
CONRECO, maint	50.00
COX, services	1,217.15
CUMMINS, maint	12.11
D FRANKENFEIELD, deposit refund	100.00
DONALD LABRIE, services	1,575.00
DULTMEIER, maint	64.10
ESSENTIAL SCREENS, services	156.30
FACTORY MTR, maint	279.48
FERGUSON, maint	188.99
FITZGERALD SCHORR, services	31,521.00
FNIC, services	6,729.75
FOP, dues	2,115.00
GALLS, apparel	92.10
GARY BOSANEK, events	2,100.00
GENUINE PARTS/NAPA, maint	217.97
GILMORE/BELL, services	2,500.00
GREAT PLAINS UNIFORMS, services	527.98
GREATAMERICA FIN, services	1,850.40
HARM'S CONCRETE, project	215.61
HEARTLAND TIRES, bldg & grnds	1,069.36
HEIMES, project	151.34
HONEYMAN, events	304.11
HORN T ZOO, events	1,200.00
INGRAM LIBRARY SRVS,	2,476.77
J & J SM ENGINE, maint	181.69
K4 HOLDINGS, maint	375.50
KANOPY, media	190.95
KIESLER POLICE SPLY, supplies	8,939.50
KRIHA FLUID PWR, maint	657.22
LARSEN SPLY, supplies	1,183.49
LEXIS NEXIS, services	171.10
LIBRARY IDEAS, books	1,163.00
LOWE's, equip	502.53
MARCO, services	173.71
MUD, utilities	9,405.23
MICROFILM IMAGING, services	180.00
MIDWEST FENCE/GUARDRAIL, project	12,968.75
MILLER & SONS GOLF CARS, events	2,175.00
MISSIONSQUARE RETIRE, benefits	84,040.25
MOBOTREX, project	55.00
MR. PICNIC, events	330.00
MURPHY TRACTOR, maint	93.21
MUZZY ICE, events	692.50
NATIONAL SIGN, maint	225.97

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NE DEPT OF REVENUE, sales tax	49.95
OCLC, books	76.99
OFFICE DEPOT, supplies	102.19
OPPD, utilities	73,405.99
OMAHA STORM CHASERS, mrkting	2,500.00
OWH, notices	55.40
OMNI ENG, project	696.65
ONE CALL CONCEPTS, locates	464.60
O'REILLY AUTO PARTS, maint	224.90
PLVS PUBLIC SCH, sponsorshp	175.00
PAPILLION SANITATION, services	751.16
PLVS TITAN BAND, events	650.00
PLVS MONARCH BAND, events	650.00
POINT C HEALTH, benefits	8,657.14
POLICE/FIREMEN'S INS, benefits	277.27
POMP'S TIRE, maint	1,867.42
PORT-A-JOHNS, events	1,360.00
PRINTCO, services	396.64
QUALITY AUTO, services	370.00
RES RENTAL CTR, events	1,541.50
ROAM SHARE, equip	63,730.00
RTG, bldg & grnds	7,330.89
SHERWIN-WILLIAMS, maint	144.31
SIGN IT, services	180.00
STRADA OCC HEALTH, services	890.00
STREICHER'S, equip	957.47
SUBSURFACE SOL, supplies	525.00
SUB NEWSPAPERS, notices	349.33
SUMMIT FIRE, bldg & grnds	582.45
SUN VALLEY, supplies	650.00
SUSP SHOP, maint	2,058.38
SWANK MOTION PIC, events	795.00
SYNCQUIP, bldg & grnds	590.55
THE ASTRO THEATER, events	5,720.00
THE WALDINGER CORP, bldg & grnds	1,385.00
TODCO, events	1,500.00
TRANS UNION RISK, services	100.00
TRAVELERS, claims	894.50
UMR, benefits	174,688.34
UNITE PRIV NETWRKS, services	4,976.00
UNO, trning	199.00
V & V MFG, supplies	130.95
VERIZON, phones	580.08
VERMEER HI PLAINS, maint	780.53
VIERREGGER ELEC, bldg & grnds	6,367.50
VOIANCE LANGUAGE, services	181.39
WESTLAKE HARDWARE, maint	1,997.37
WILDLIFE LEARNING, events	2,300.00
WINSUPPLY, maint	23.70
WOODHOUSE, maint	695.45

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Administrator Mastera expressed gratitude for staff helping him get acclimated.

Recreation Director Bulter reported on the foam party from last week; another foam party next week; Hydrant parties are still happening on Saturdays.

Fire Chief Gottsch reported on monthly MFO meeting and the Fire Department.

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City Engineer Dowse reported on the 84th Street Project, UBAS for 2026 and 81st Street Reconstruction.

B. ZONING TEXT AMENDMENT – SECTION 7.05 – GRAVEL TEST TRACKS

1. PUBLIC HEARING

At 6:22 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Zoning Text Amendment – Section 7.05 – Gravel Test Tracks.

At 6:23 p.m. Councilmember Frederick made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick and Sell. Nays: None. Abstain: None. Absent: Hale and Wetuski. Motion carried.

2. ORDINANCE

Councilmember Thomas introduced Ordinance No. 1581 entitled: AN ORDINANCE TO AMEND SECTION 7.05 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTION 7.05 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember Frederick seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick and Sell. Nays: None. Abstain: None. Absent: Hale and Wetuski. Motion carried. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1581. Councilmember Frederick seconded the motion. Council had a question regarding proposed changes. Upon roll call vote the following Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick and Sell. Nays: None. Abstain: None. Absent: Hale and Wetuski. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

C. ORDINANCE – MOBILE FOOD VENDORS

Councilmember Thomas introduced Ordinance No. 1582 entitled: AN ORDINANCE AMENDING ORDINANCE NO. 1557 AUTHORIZING MOBILE FOOD VENDORS; TO PROVIDE RULES AND REGULATIONS GOVERNING MOBILE FOOD VENDORS; TO PROVIDE FOR THE ISSUANCE OF LICENSES FOR MOBILE FOOD VENDORS; TO PROVIDE FOR FEES FOR THE ISSUANCE OF LICENSES FOR MOBILE FOOD VENDORS AND FOR THE COLLECTION THEREOF; TO PROVIDE FOR PENALTIES FOR VIOLATION OF THE PROVISIONS HEREOF.

Councilmember Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember Frederick seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick and Sell. Nays: None. Abstain: None. Absent: Hale and Wetuski. Motion carried. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1582. Councilmember Frederick seconded the motion. There was a question regarding reservations in the City Centre area. Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Quick and Sell. Nays: None. Abstain: None. Absent: Hale and Wetuski. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council,

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signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

D. RESOLUTION – APPROVE SECOND AMENDMENT – INTERLOCAL COOPERATION AGREEMENT WITH CITY OF PAPIILLION AND THE PAPIILLION RURAL FIRE DISTRICT

Councilmember Frederick introduced and moved for the adoption of Resolution No. 26-062 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE SECOND AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF PAPIILLION AND THE PAPIILLION RURAL FIRE PROTECTION DISTRICT RELATED TO FIRE AND EMS SERVICES.

WHEREAS, the City of Papillion ("Papillion"), the City of La Vista ("La Vista"), and the Papillion Rural Fire Protection District ("District"), all of Sarpy County, Nebraska (collectively, the "Participants"), entered into an Interlocal Cooperation Agreement, effective on October 1, 2013, to set forth the rights and responsibilities of the Participants in creating a single fire department and emergency medical service ("EMS") for the entire geographic area encompassed within their respective boundaries as said boundaries might be adjusted from time to time, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-804 et seq. (the "Fire Interlocal Agreement"); and

WHEREAS, as part of such Fire Interlocal Agreement, the Participants created a mutual finance organization, known as the Papillion Fire Protection Mutual Finance Organization ("MFO"), as authorized by the Nebraska Municipal Finance Assistance Act, Neb. Rev. Stat. § 35-1201 et seq., naming the Papillion Finance Director as the MFO Fiscal Agent ("Fiscal Agent") to coordinate all financial matters contemplated by the Fire Interlocal Agreement; and

WHEREAS, the Participants desire to modify the terms as provided in the Second Amendment to the Interlocal Cooperation Agreement.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of La Vista that the Second Amendment to the Interlocal Cooperation Agreement is hereby approved.

BE IT FURTHER RESOLVED, the Mayor and City Clerk are hereby authorized to sign and execute the necessary documents to effectuate the terms of the Second Amendment to the Interlocal Cooperation Agreement on behalf of the City of La Vista.

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

E. RESOLUTION – INTERLOCAL COOPERATION AGREEMENT RENEWAL – SARPY DOUGLAS LAW ENFORCEMENT ACADEMY

Councilmember Thomas introduced and moved for the adoption of Resolution No. 26-063 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH BELLEVUE, SARPY COUNTY, NEBRASKA; PAPIILLION, SARPY COUNTY, NEBRASKA; SARPY COUNTY, NEBRASKA; DOUGLAS COUNTY, NEBRASKA; AND METROPOLITAN COMMUNITY COLLEGE FOR THE CONTINUATION OF THE SARPY DOUGLAS LAW ENFORCEMENT ACADEMY FOR A PERIOD BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2028.

WHEREAS, the cities of La Vista, Sarpy County, Nebraska; Bellevue, Sarpy County, Nebraska; Papillion, Sarpy County, Nebraska; and Sarpy County, Nebraska, and Douglas County, Nebraska, on behalf of the law

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enforcement agency of each Party; herein collectively referred to as "Participating Agencies" or "Agencies", entered into an interlocal agreement to create the Sarpy Douglas Law Enforcement Academy ("SDLEA") for the training of law enforcement officers of each of the Participating Agencies in 2017; and,

WHEREAS, Metropolitan Community College entered the Interlocal Agreement with Participating Agencies in 2024; and

WHEREAS, Participating Agencies have not only common goals, staffing needs, training needs and other needs in common in the area of law enforcement, but also overlapping demands for Police responses; and

WHEREAS, the SDLEA has enhanced a more consistent training availability schedule; and

WHEREAS, the Participating Agencies have long recognized that mutual aid and law enforcement training can be enhanced and made more flexible and effective by cooperation; and

WHEREAS, the Participating Agencies wish to enter this Agreement for such purposes pursuant to the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev Stat § 13-801 et. Seq. as amended (herein "Interlocal Cooperation Act"); and

WHEREAS, the Participants desire to enter into an Interlocal Cooperation Agreement and have agreed to the terms setting forth the rights and responsibilities of the Participating Agencies in continuing the SDLEA;

NOW THEREFORE BE IT RESOLVED that the City Council of La Vista, Nebraska, hereby authorize the execution of an Interlocal Cooperation Agreement with Bellevue, Sarpy County, Nebraska; Papillion, Sarpy County, Nebraska; Sarpy County, Nebraska; Douglas County, Nebraska; and Metropolitan Community College for the continuation of the Sarpy Douglas Law Enforcement Academy for the period starting October 1, 2025 and ending September 30, 2028.

BE IT FURTHER RESOLVED that the City of La Vista will continue to serve as the designated Fiscal Agent.

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

F. RESOLUTION – AUTHORIZE PURCHASE – DEPARTMENT ISSUED PATROL EQUIPMENT

Councilmember Thomas introduced and moved for the adoption of Resolution No. 26-064 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH BELLEVUE, SARPY COUNTY, NEBRASKA; PAPIILLION, SARPY COUNTY, NEBRASKA; SARPY COUNTY, NEBRASKA; DOUGLAS COUNTY, NEBRASKA; AND METROPOLITAN COMMUNITY COLLEGE FOR THE CONTINUATION OF THE SARPY DOUGLAS LAW ENFORCEMENT ACADEMY FOR A PERIOD BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2028.

WHEREAS, the cities of La Vista, Sarpy County, Nebraska; Bellevue, Sarpy County, Nebraska; Papillion, Sarpy County, Nebraska; and Sarpy County, Nebraska, and Douglas County, Nebraska, on behalf of the law enforcement agency of each Party; herein collectively referred to as "Participating Agencies" or "Agencies", entered into an interlocal agreement to create the Sarpy Douglas Law Enforcement Academy ("SDLEA") for the training of law enforcement officers of each of the Participating Agencies in 2017; and,

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WHEREAS, Metropolitan Community College entered the Interlocal Agreement with Participating Agencies in 2024; and

WHEREAS, Participating Agencies have not only common goals, staffing needs, training needs and other needs in common in the area of law enforcement, but also overlapping demands for Police responses; and

WHEREAS, the SDLEA has enhanced a more consistent training availability schedule; and

WHEREAS, the Participating Agencies have long recognized that mutual aid and law enforcement training can be enhanced and made more flexible and effective by cooperation; and

WHEREAS, the Participating Agencies wish to enter this Agreement for such purposes pursuant to the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev Stat § 13-801 et. Seq. as amended (herein "Interlocal Cooperation Act"); and

WHEREAS, the Participants desire to enter into an Interlocal Cooperation Agreement and have agreed to the terms setting forth the rights and responsibilities of the Participating Agencies in continuing the SDLEA;

NOW THEREFORE BE IT RESOLVED that the City Council of La Vista, Nebraska, hereby authorize the execution of an Interlocal Cooperation Agreement with Bellevue, Sarpy County, Nebraska; Papillion, Sarpy County, Nebraska; Sarpy County, Nebraska; Douglas County, Nebraska; and Metropolitan Community College for the continuation of the Sarpy Douglas Law Enforcement Academy for the period starting October 1, 2025 and ending September 30, 2028.

BE IT FURTHER RESOLVED that the City of La Vista will continue to serve as the designated Fiscal Agent.

Seconded by Councilmember Quick. Police Captain Goman and Deputy Chief of Police Armbrust answered Council questions on the proposed equipment purchase. Councilmembers voting aye Frederick, Ronan, Sheehan, Thomas, Quick and Sell. Nays: None. Abstain: None. Absent: Hale and Wetuski. Motion carried.

COMMENTS FROM THE FLOOR

There were no comments from the floor.

COMMENTS FROM THE MAYOR AND COUNCIL

There was a Council question regarding scooters and e-bikes.

At 6:48 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick and Sell. Nays: None. Abstain: None. Absent: Hale and Wetuski. Motion carried.

PASSED AND APPROVED THIS 7TH DAY OF JULY 2026.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

Monthly Statement of Revenue and Expenditure

May

	General Fund	Debt Service Fund	Capital Improvement Fund	Lottery Fund	Redevelopment Fund	Total Nonmajor Funds ¹	Total Governmental Funds	Sewer Fund	Total Proprietary Fund
Revenue									
Property Tax	816,184	65,090	-	-	-	716,416	1,597,690	-	-
Sales and use taxes	624,722	312,361	-	-	312,361	-	1,249,443	-	-
Other Taxes ²	476,377	20,029	-	-	9,922	-	506,328	-	-
Licenses and Permits	28,730	-	-	-	-	-	28,730	-	-
Intergovernmental Revenues ³	165,567	-	-	-	-	-	165,567	-	-
Charges for Services	15,799	-	-	-	-	-	15,799	-	-
Grant income	108,194	-	101,446	-	304,339	-	513,980	-	-
Lottery Proceeds	-	-	-	79,514	-	-	79,514	-	-
Interest Income	49,413	6,904	6,742	16,569	25,154	5,853	110,635	19,270	19,270
Sewer Fees	-	-	-	-	-	-	-	1,683	1,683
Other Revenues ⁴	22,483	32,681	-	400	-	20,913	76,477	1	1
Bonds	-	-	-	-	-	-	-	-	-
Total Revenues	2,307,467	437,065	108,189	96,483	651,776	743,182	4,344,161	20,954	20,954
Expenditures									
CIP/Capital Outlay	87,187	-	326,696	-	(5,806,907)	-	(5,393,023)	-	-
Debt Service: Principal Expense	-	-	-	-	-	-	-	-	-
Debt Service: Interest Expense	-	-	-	-	-	-	-	-	-
Debt Service: Bond Issue Expense	-	-	-	-	-	-	-	-	-
General Government Expenses	334,423	13,720	-	134	-	6,088	354,366	1,590	1,590
Public Works	220,774	-	-	-	-	-	220,774	-	-
Public Safety	889,137	-	-	-	-	18,823	907,960	-	-
Culture and Recreation	247,050	-	-	-	-	-	247,050	-	-
Public Library	77,235	-	-	-	-	-	77,235	-	-
Community Betterment	-	-	-	135,444	-	-	135,444	-	-
Community Development	69,792	-	-	-	-	-	69,792	-	-
Sewer	-	-	-	-	-	-	-	350,583	350,583
Total Expenditures	1,925,599	13,720	326,696	135,577	(5,806,907)	24,911	(3,380,403)	352,172	352,172
Transfers In	-	-	-	-	-	-	-	-	-
Transfers Out	(50,000)	-	-	-	-	-	(50,000)	-	-
Change in Net Position	431,869	423,345	(218,508)	(39,095)	6,458,682	718,271	7,774,564	(331,218)	(331,218)

Key Trends

Revenue	
Expenditures	Received Department of Transportation grant payment for 84th ST Giles project

¹Nonmajor Funds (EDF, PAF,QSF,TIF)

²Other tax - OCC, Hotel, Rest

³Intergovernmental Rev - rev for state, county, other municipality

⁴Other rev - parking, library, other misc.



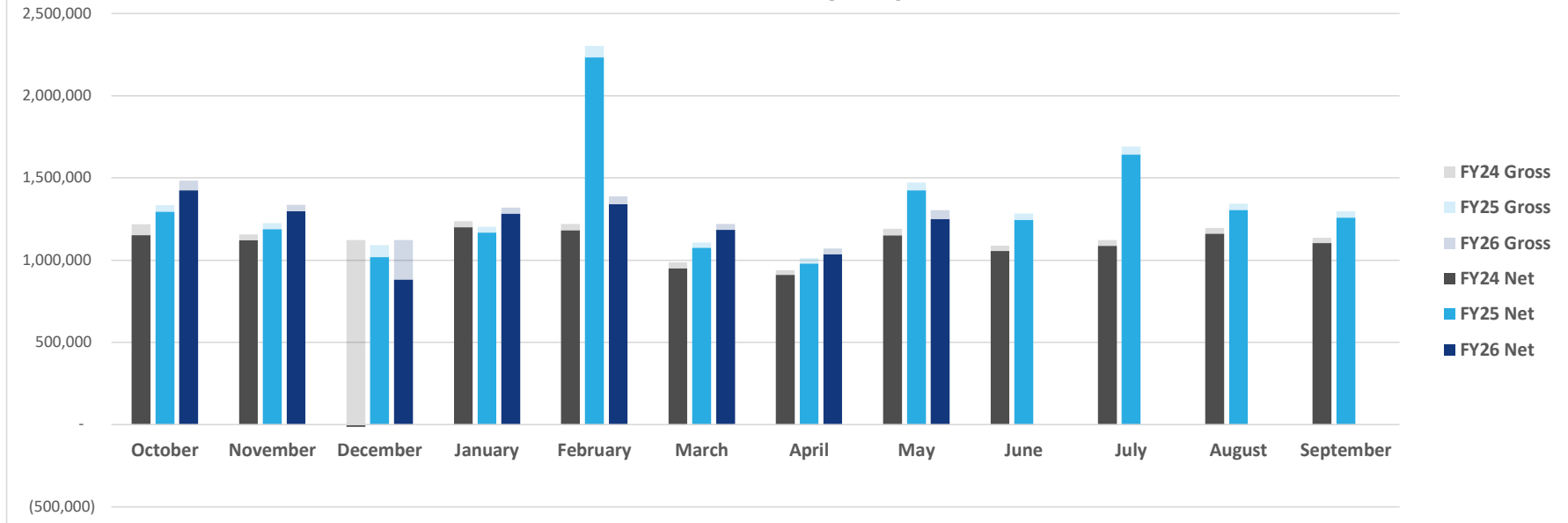
City of La Vista NE
 Monthly Treasurer Report
 May FY26

Types	Institution	Balance	Interest Rate	Interest Earned	Accrued Interest	Maturity Date
CD	American National Bank	\$ 1,712,877	3.2%		\$ 4,568	1/17/2026
	Total CD's	\$ 1,712,877				
Money Market	Access Bank	\$ 4,522,375	2.0%	\$ 6,181		
	Dayspring Bank	\$ 6,221,001	3.6%	\$ 18,841		
	NPAIT	\$ 34,139,592	3.6%	\$ 103,566		
	Nebraska Class	\$ -		\$ -		
	NFIT	\$ -				
	Total Money Market	\$ 44,882,969				
Checking	Access Bank	\$ 1,018,047	1.0%	\$ 567		
Checking	Dayspring Bank-FSA	\$ 13,019	3.6%	\$ 19		
Savings	Access Bank	\$ 1,006,447	1.0%	\$ 730		\$ -
Checking	Access Bank-Health Ins	\$ 139,124	1.0%	\$ 52		
	Total Portfolio	\$ 48,772,483		\$ 129,957	\$ 4,568	

Key Trends

- Unrestricted cash of \$15.8M
- Restricted Funds for Redevelopment projects, Sewer, Lottery, CIP projects, Police Academy
- Interest Rates are starting to decline as the Fed lowers rates

**Sales & Use Tax
Gross Earned & Net Received
Month over Month Comparison
FY24 FY25 FY26**



Note: Includes Sales Tax, Consumer Use Tax, and Motor Vehicle Tax

Business Month	Receipt Month	Gross Sales & Use Tax			Net Sales & Use Tax		
		FY24 Gross	FY25 Gross	FY26 Gross	FY24 Net	FY25 Net	FY26 Net
August	October	1,219,327	1,333,594	1,483,658	1,150,506	1,293,323	1,424,767
September	November	1,156,387	1,225,484	1,337,380	1,119,894	1,188,719	1,297,243
October	December	1,123,464	1,091,092	1,121,187	(13,627)	1,016,967	880,099
November	January	1,237,079	1,203,358	1,320,610	1,199,959	1,167,226	1,280,992
December	February	1,220,426	2,303,111	1,388,819	1,180,130	2,233,912	1,339,194
January	March	986,988	1,107,266	1,220,686	948,815	1,073,978	1,183,968
February	April	937,872	1,011,425	1,071,283	909,599	978,972	1,035,927
March	May	1,190,808	1,471,055	1,304,590	1,149,334	1,424,575	1,249,443
April	June	1,088,179	1,283,943		1,055,305	1,243,865	
May	July	1,121,424	1,692,010		1,087,465	1,641,040	
June	August	1,197,098	1,343,405		1,160,289	1,303,103	
July	September	1,137,341	1,297,721		1,103,167	1,257,455	
FY Total		13,616,393	16,363,464	10,248,213	12,050,836	15,823,135	9,691,633
			Budget	15,324,520		Budget	13,409,783

Note: February 2025 includes a settlement resulting from a multiyear state audit.

ACCOUNTS PAYABLE CHECK REGISTER

Check #	Check Date	Vendor Name	Amount	Voided
46	06/18/2026	POINT C HEALTH	2870.83	N
47	06/30/2026	POINT C HEALTH	1675.14	N
48	07/07/2026	POINT C HEALTH	2117.00	N
50	06/25/2026	UMR INC	19276.26	N
51	06/30/2026	UMR INC	178868.63	N
52	07/07/2026	UMR INC	19457.36	N
62	07/07/2026	1-800 RADIATOR	.00	N
63	07/07/2026	FACTORY MOTOR PARTS	.00	N
147595	06/25/2026	L. PEYTON MASTERA	790.15	N
147596	07/01/2026	LAS CHILENAS	25.00	N
147597	07/07/2026	AKRS EQUIPMENT SOLUTIONS, INC.	250.62	N
147598	07/07/2026	ALKAR BILLIARDS AND BAR STOOLS	480.00	N
147599	07/07/2026	ALLO COMMUNICATIONS LLC	558.40	N
147600	07/07/2026	AM CONSTRUCTION SUPPLY	129.99	N
147601	07/07/2026	AMAZON CAPITAL SERVICES, INC.	4000.45	N
147604	07/07/2026	AMERICAN LEGAL PUBLISHING CO	3869.64	N
147605	07/07/2026	ARNOLD MOTOR SUPPLY	3210.28	N
147606	07/07/2026	AT&T MOBILITY - CC	154.60	N
147607	07/07/2026	AT&T MOBILITY LLC	1556.28	N
147608	07/07/2026	BAUER BUILT INC	165.00	N
147609	07/07/2026	BISHOP BUSINESS EQUIPMENT COMPANY	98.11	N
147610	07/07/2026	BOBCAT OF OMAHA	6836.30	N
147611	07/07/2026	BRENDA RICHT	100.00	N
147612	07/07/2026	BRIAN BURKE	100.00	N
147613	07/07/2026	CINTAS CORPORATION NO. 2	670.74	N
147614	07/07/2026	CITY OF PAPILLION	22865.55	N
147615	07/07/2026	CROUCH RECREATION	154218.00	N
147616	07/07/2026	CULLIGAN OF OMAHA	29.00	N
147617	07/07/2026	D & K PRODUCTS	11339.50	N
147618	07/07/2026	DATABASEUSA.COM/A TO Z DATABASES	933.00	N
147619	07/07/2026	DELL MARKETING L.P.	4556.00	N
147620	07/07/2026	DEMCO INCORPORATED	261.86	N
147621	07/07/2026	DEXTER PUMP SERVICE LLC	551.25	N
147622	07/07/2026	DOG WASTE DEPOT	831.92	N
147623	07/07/2026	DULTMEIER SALES LLC	758.40	N
147624	07/07/2026	EMBRIS GROUP	5560.00	N
147625	07/07/2026	ENTERPRISES INC	39.95	N
147626	07/07/2026	FARONICS TECHNOLOGIES USA INC	189.00	N
147627	07/07/2026	FASTENAL COMPANY	70.42	N
147628	07/07/2026	FERGUSON US HOLDINGS INC	237.49	N
147629	07/07/2026	FIKES COMMERCIAL HYGIENE LLC	210.00	N
147630	07/07/2026	FIRST RESPONDER OUTFITTERS, INC	1411.48	N
147631	07/07/2026	FLAGSHOOTER INC	112.73	N
147632	07/07/2026	FLEETPRIDE	97.66	N
147633	07/07/2026	FUN SERVICES	985.00	N
147634	07/07/2026	G I CLEANERS & TAILORS	578.00	N
147635	07/07/2026	GALE	266.51	N
147636	07/07/2026	GRAINGER	281.47	N
147637	07/07/2026	GREAT PLAINS UNIFORMS	75.00	N
147638	07/07/2026	GREGG YOUNG CHEVROLET INC	304.02	N
147639	07/07/2026	HARM'S CONCRETE INC	183.49	N
147640	07/07/2026	HEARTLAND TIRES AND TREADS	1513.52	N

ACCOUNTS PAYABLE CHECK REGISTER

Check #	Check Date	Vendor Name	Amount	Voided
147641	07/07/2026	HONEYMAN RENT-ALL #1	931.90	N
147642	07/07/2026	HOTSY EQUIPMENT COMPANY	25.20	N
147643	07/07/2026	INDUSTRIAL SALES COMPANY INC	41.07	N
147644	07/07/2026	INGRAM LIBRARY SERVICES LLC	2558.67	N
147645	07/07/2026	INTERNATIONAL ASSOC OF CRIME ANALYSTS	25.00	N
147646	07/07/2026	INTERNATIONAL CODE COUNCIL	170.00	N
147647	07/07/2026	J & J SMALL ENGINE SERVICE	473.15	N
147648	07/07/2026	JEBRO INC	82.50	N
147649	07/07/2026	JEFF QUINN	250.00	N
147650	07/07/2026	JIM RUFFNER	100.00	N
147651	07/07/2026	JOHNSTONE SUPPLY CO	270.29	N
147652	07/07/2026	JOSIE WOODROW	100.00	N
147653	07/07/2026	KEYMASTERS LOCKSMITH	65.00	N
147654	07/07/2026	LERNER PUBLISHING GROUP	41.99	N
147655	07/07/2026	LIBRARY IDEAS LLC	7.50	N
147656	07/07/2026	LIVE WELL GO FISH	300.00	N
147657	07/07/2026	LOWE'S CREDIT SERVICES	68.94	N
147658	07/07/2026	LYMAN-RICHEY SAND & GRAVEL CO	1440.46	N
147659	07/07/2026	MATHESON TRI-GAS INC	820.78	N
147660	07/07/2026	MAX I WALKER UNIFORM & APPAREL	15.15	N
147661	07/07/2026	METROPOLITAN COMMUNITY COLLEGE	51961.63	N
147662	07/07/2026	MICHAEL TODD AND COMPANY INC	7423.90	N
147663	07/07/2026	MIDWEST RIGHT OF WAY SVCS INC	5125.00	N
147664	07/07/2026	MONTPELIER GLOVE & SAFETY PRODUCTS	141.99	N
147665	07/07/2026	MOTOROLA SOLUTIONS INC	2963.84	N
147666	07/07/2026	MSC INDUSTRIAL SUPPLY CO	184.24	N
147667	07/07/2026	MULHALL'S NURSERY, INC.	187.65	N
147668	07/07/2026	MUNICIPAL PIPE TOOL CO LLC	498.26	N
147669	07/07/2026	NATHAN EMSICK	200.00	N
147670	07/07/2026	O'REILLY AUTO PARTS	617.74	N
147672	07/07/2026	OFFICE DEPOT INC	553.46	N
147673	07/07/2026	OMNI ENGINEERING	1763.07	N
147674	07/07/2026	PAPILLION AUTO SERVICE	1464.23	N
147675	07/07/2026	PAPILLION SANITATION	2459.88	N
147676	07/07/2026	POMP'S TIRE SERVICE, INC	1533.08	N
147677	07/07/2026	PORT-A-JOHN	450.00	N
147678	07/07/2026	QUALITY FENCE LLC	1802.38	N
147679	07/07/2026	RAKA RENTALS	1082.00	N
147680	07/07/2026	RDG PLANNING & DESIGN	7500.00	N
147681	07/07/2026	READY MIX CONCRETE COMPANY	785.21	N
147682	07/07/2026	REGAL AWARDS INC.	15.00	N
147683	07/07/2026	SAPP BROS, INC.	1327.65	N
147684	07/07/2026	SARPY COUNTY CHAMBER OF COMMERCE	3345.00	N
147685	07/07/2026	SARPY COUNTY COURTHOUSE	4520.00	N
147686	07/07/2026	SICILY BILS	204.00	N
147687	07/07/2026	SITE ONE LANDSCAPE SUPPLY LLC	2358.08	N
147688	07/07/2026	SLOSBURG REALTY CO	1364.12	N
147689	07/07/2026	STATE INDUSTRIAL PRODUCTS CORPORATION	427.79	N
147690	07/07/2026	STRAIGHT-LINE STRIPING	24930.50	N
147691	07/07/2026	SUBURBAN NEWSPAPERS INC	194.71	N
147692	07/07/2026	SWANK MOTION PICTURES INC	795.00	N
147693	07/07/2026	TED'S MOWER SALES & SERVICE INC	170.91	N

ACCOUNTS PAYABLE CHECK REGISTER

Check #	Check Date	Vendor Name	Amount	Voided
147694	07/07/2026	THREE RIVERS LIBRARY SYSTEM	480.00	N
147695	07/07/2026	TK ELEVATOR CORPORATION	360.00	N
147696	07/07/2026	TRUCK CENTER COMPANIES	14.36	N
147697	07/07/2026	TURFWERKS	831.38	N
147698	07/07/2026	ULEMAN ENTERPRISES, INC	1569.10	N
147699	07/07/2026	UNMC	813.05	N
147700	07/07/2026	USI EDUCATION & GOVERNMENT SALES	1650.00	N
147701	07/07/2026	VERIZON WIRELESS	18.02	N
147702	07/07/2026	VERMEER HIGH PLAINS	794.95	N
147703	07/07/2026	VEST VISUALS	1000.00	N
147704	07/07/2026	WELDON PARTS INC.	9.23	N
147705	07/07/2026	WESTLAKE HARDWARE INC NE-022	310.35	N
147706	07/07/2026	WHITE CAP LP	163.68	N
147707	07/07/2026	WINSUPPLY OF OMAHA	785.46	N
147708	07/07/2026	WM CORPORATE SERVICES	1528.56	N
147709	07/07/2026	WOODHOUSE CHEVROLET	148.74	N
147710	07/07/2026	YARD MARKET NURSERY	7217.75	N
1263013	06/18/2026	FRATERNAL ORDER OF POLICE	2065.00	N
1263014	06/18/2026	POLICE & FIREMEN'S INSURANCE	277.27	N
1263015	06/18/2026	US BANK NATIONAL ASSOCIATION	59638.16	N
1263033	06/18/2026	ADP INC	464709.00	N
1263034	06/25/2026	ADP INC	4584.78	N
1263035	06/25/2026	CENTURY LINK/LUMEN	368.63	N
1263036	06/25/2026	MISSIONSQUARE RETIREMENT	75528.51	N
1263037	06/25/2026	PITNEY BOWES-EFT POSTAGE	1325.00	N
1263038	06/30/2026	AMERICAN HERITAGE LIFE INSURANCE CO	269.94	N
1263039	06/30/2026	COLONIAL LIFE & ACCIDENT INS CO	2134.04	N
1263040	06/30/2026	DEARBORN NATIONAL LIFE INSURANCE CO	1364.00	N
1263041	06/30/2026	DEARBORN NATIONAL LIFE INSURANCE CO	7399.48	N
1263042	06/30/2026	METLIFE	10982.52	N
1263043	07/01/2026	FRATERNAL ORDER OF POLICE	2065.00	N
1263044	07/01/2026	POLICE & FIREMEN'S INSURANCE	277.27	N
1263045	07/07/2026	ADP INC	502803.35	N
1263046	07/07/2026	BLACK HILLS ENERGY	1275.33	N
1263047	07/07/2026	CENTURY LINK/LUMEN	86.86	N
1263048	07/07/2026	COX COMMUNICATIONS, INC.	897.03	N
1263049	07/07/2026	GREAT PLAINS COMMUNICATION	1088.29	N
1263050	07/07/2026	GREATAMERICA FINANCIAL SERVICES	2098.00	N
1263051	07/07/2026	MARCO INCORPORATED	223.01	N
1263052	07/07/2026	MISSIONSQUARE RETIREMENT	81699.29	N
1263053	07/07/2026	ABM INDUSTRIES, INC	75889.03	N
1263054	07/07/2026	ACTION BATTERIES UNLTD INC	355.11	N
1263055	07/07/2026	CITY OF OMAHA	269905.68	N
1263056	07/07/2026	CITY OF PAPHILLION - MFO	262773.00	N
1263057	07/07/2026	HEARTLAND NATURAL GAS	620.47	N
1263058	07/07/2026	LARSEN SUPPLY COMPANY	473.15	N
1263059	07/07/2026	MIDWEST FENCE - GUARDRAIL SYSTEMS	4798.80	N
1263060	07/07/2026	NMC GROUP INC	698.75	N
1263061	07/07/2026	VIERREGGER ELECTRIC COMPANY	600.00	N

TOTAL: \$2,448,827.30

ACCOUNTS PAYABLE CHECK REGISTER

Check #	Check Date	Vendor Name	Amount	Voided
		COUNCIL MEMBER		
		COUNCIL MEMBER		
		COUNCIL MEMBER		
		COUNCIL MEMBER		



City of La Vista
Mayor and City Council Report
July 7, 2026 Agenda

Item: E

Subject:	Type:	Submitted By:
Zoning Map Amendment - Lots 1 & 2 Harrison Hills Replat 7 - Streck, LLC	Ordinance	Christopher Solberg, Deputy Director of Community Development

Synopsis

A public hearing has been scheduled, and an ordinance has been prepared to approve a Zoning Map Amendment to reduce the area of the PUD Overlay related to the Streck development in Harrison Hills.

Fiscal Impact

N/A.

Recommendation

Staff recommends approval of a Zoning Map Amendment to reduce the area of the PUD Overlay over lots 1 and 2 of Harrison Hills Replat 7, contingent upon the resolution of the issues mentioned in the staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

Background

Streck, LLC is seeking a Zoning Map Amendment to reduce the area of the PUD Overlay over lots 1 and 2 of Harrison Hills Replat 7, contingent upon the resolution of the issues mentioned in the staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

The applicant has submitted an application to subdivide lots 1 and 2 of Harrison Hills Replat 7. As part of the replat process, the applicant is requesting a reducing in the area of the PUD zoning overlay to cover Lot 1 Harrison Hills Replat 7, as well as Lots 1 and 2 of the proposed Harrison Hills Replat 8.

A detailed staff report is attached.

The Planning Commission held a public hearing on April 16, 2026, and voted 7-0 to recommend approval of the Zoning Map Amendment, as the request is consistent with the La Vista Comprehensive Plan.

Attachments

1. Ordinance - Harrison Hills RP 8
2. Harrison Hills RP8 PRZ Report

ORDINANCE NO. _____

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

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

Section 1. Approval of Rezoning. On April 16, 2026, the La Vista Planning Commission conducted a public hearing on the matter of rezoning Lots 3 through 7, inclusive, and Outlot A, Harrison Hills Replat 8, and reported to the City Council that it recommended approval of the zoning of said tracts be changed from "I-1" Light Industrial, Planned Unit Development District (Overlay District), and Gateway Corridor District (Overlay District) to "I-1" Light Industrial, and Gateway Corridor District (Overlay District). On July 7, 2026, the City Council held a public hearing on said proposed change in zoning and found and determined that said proposed changes in zoning are advisable and in the best interests of the City. The City Council further found and determined that public hearings were duly held and notices, including published notice, written notice to adjacent property owners and notice posted at the properties, were duly given pursuant to Section 9.01 of the Zoning Ordinance. The City Council hereby approves said proposed changes in zoning and amends the Official Zoning Map as set forth in Section 2 of this ordinance.

Section 2. Amendment of the Official Zoning Map. Pursuant to Article 3 of the Zoning Ordinance, Lots 3 through 7, inclusive, and Outlot A, Harrison Hills, Replat 8 are hereby rezoned from "I-1" Light Industrial, Planned Unit Development District (Overlay District), and Gateway Corridor District (Overlay District) to "I-1" Light Industrial, and Gateway Corridor District (Overlay District), and the Official Zoning Map of the City of La Vista is hereby amended to reflect the changes in zoning as described above and displayed in the attached Zoning Map Exhibit, hereby incorporated into this Ordinance by reference.

The amended version of the official zoning map of the City of La Vista is hereby adopted, contingent on the approval and recording of the Final Plat for Harrison Hills Replat 8 and related Subdivision Agreement, and shall be signed by the Mayor, attested to by the City Clerk and shall bear the seal of the City under the following words:

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

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

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

PASSED AND APPROVED THIS 7TH DAY OF JULY 2026.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk



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

CASE NUMBERS: PRZ26-0001, PPUD26-0001; FOR HEARING OF: JULY 7, 2026
PRP26-0001 REPORT PREPARED ON: JUNE 23, 2026

I. GENERAL INFORMATION

A. APPLICANT:

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

B. PROPERTY OWNER:

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

C. LOCATION: Lot 2 Harrison Hills Replat 7; Generally located south of the intersection of S. 117th Street and Emiline Street.

D. LEGAL DESCRIPTION: Lot 2 Harrison Hills Replat 7 (to be replatted as Lots 1-7 and Outlot A Harrison Hills Replat 8).

E. REQUESTED ACTION(S): Approval of a Zoning Map Amendment and PUD Site Plan Amendment to reduce the area of the PUD Overlay. Approval of a Replat of Lot 2 Harrison Hills Replat 7 into Lots 1-7 and Outlot A Harrison Hills Replat 8 to allow for light industrial development on Lots 2-7 of the proposed Harrison Hills Replat 8.

F. EXISTING ZONING AND LAND USE: I-1 – Light Industrial, Gateway Corridor District (Overlay District), and Planned Unit Development; The site includes Streck’s west campus, with the remainder of the site being currently vacant.

G. PURPOSE OF REQUEST: Zoning Map Amendment and PUD Site Plan Amendment to reduce the area of the PUD Overlay. Replat of Lot 2 Harrison Hills Replat 7 into Lots 1-7 and Outlot A Harrison Hills Replat 8 to allow for light industrial development on Lots 2-7 of the proposed Harrison Hills Replat 8.

H. SIZE OF SITE: Approximately 30.06 acres.

II. BACKGROUND INFORMATION

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

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

<u>Direction From Subject Property</u>	<u>Future Land Use Designation</u>	<u>Current Zoning Designation</u>	<u>Surrounding Development</u>
North	Business Park	C-3 Highway Commercial/Office Park District, Gateway Corridor District (Overlay District)	Vacant properties, Casey's, Restaurant Depot, Emergency Dental
East	Urban High-Intensity Residential	R-3 High-Density Residential	Harrison Hills Apartments
South	Business Park	I-1 Light-Industrial	Stepper-ettes Dance, SalonCentric
West	Parks and Open Space	TA – Transitional Agriculture, Gateway Corridor District (Overlay District)	CHI Multi-Sport Complex

C. RELEVANT CASE HISTORY:

1. A Planned Unit Development Site Plan was approved by Council on November 5, 2019 for Lots 1 and 16 Harrison Hills to prepare for the development of Streck, Inc.'s new facility.
2. Lot 1 Harrison Hills Replat 7 was rezoned to R-3 High Density Residential with PUD District and Gateway Corridor District overlays on December 15, 2020 to prepare for the development of the Nest Apartments.
3. The PUD Site Plan for Lot 1 Harrison Hills Replat 7 was amended on March 16, 2021.

D. APPLICABLE REGULATIONS:

1. Section 5.08 of the Zoning Regulations – R-3 High Density Residential.
2. Section 5.13 of the Zoning Regulations – I-1 Light Industrial
3. Section 5.15 of the Zoning Regulations – PUD Planned Unit Development District (Overlay District).
4. Section 5.17 of the Zoning Regulations – Gateway Corridor District (Overlay District).

III. ANALYSIS

A. COMPREHENSIVE PLAN:

1. The Future Land Use Map of the Comprehensive Plan currently designates Lot 1 Harrison Hills Replat 7 for a high-density residential use. The Future Land Use Map also designates Lot 2 Harrison Hills Replat 7 as Business Park, which allows for I-1 Light Industrial uses.

2. This proposal is compatible with surrounding land-use patterns, as directly to the east are Lots 1-4 Harrison Hills Replat 2 which contain the Harrison Hills Apartments. These four lots are designated as High-Density Residential in the Future Land Use Map, and are zoned R-3 High-Density Residential with a Gateway Corridor District overlay.

Lots 2-7 of the proposed Harrison Hills Replat 8 abut Lot 1 Harrison Hills Replat 8 and other lots to the southeast that are designated as Business Park in the Future Land Use Map. They also have a base zoning as I-1 Light Industrial as well.

B. OTHER PLANS: N/A.

C. TRAFFIC AND ACCESS:

1. Access to this property would be through Emiline Street, which converges into 118th Street and connects to the arterial Harrison Street through intersections at 115th, 117th Street.
2. A traffic impact analysis that analyzes impacts to the traffic signals on Harrison Street has been provided and approved by Engineering.

D. UTILITIES:

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

E. PARKING REQUIREMENTS:

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

F. LANDSCAPING:

1. The landscaping for any developments on this site will need to comply with the requirements of the Zoning Ordinance and of the Gateway Corridor Design Guidelines.

IV. REVIEW COMMENTS:

A. As part of this PUD amendment, the following allowances for Lot 1 Harrison Hills Replat 7 (The Nest Apartments) would remain:

1. An allowance that reduced the required site area per unit requirement to 1,500 square feet. This was a reduction from the requirement stated in Section 5.08.05 of the Zoning Ordinance of 2,250 square feet per unit.

2. An allowance for 0.45 garaged parking spaces per housing unit. This is a reduction from the requirement stated in Section 7.05.08 of the Zoning Ordinance of 0.50 garaged spaces per unit for multi-family developments.
- B. Development of proposed Lot 2 Harrison Hills Replat 8 will require construction and installation of a fence and landscaping screening to provide a sufficient buffer from the proposed industrial development to the existing residential development to the north and to the east.
 - C. The design of each building within the replat area will be reviewed through the City's Architectural Design Review process, and must be substantially complete prior to issuance of any building permits.
 - D. Any traffic signal improvements required by the City of Omaha must be completed before the issuance of a Certificate of Occupancy and are addressed through the Subdivision Agreement as part of the Final Plat process.
 - E. Revisions to the maintenance agreement have been incorporated into the subdivision agreement to incorporate the lot changes.
 - F. The existing utility easement (INST #2000-08529) will need to be vacated prior to final plat if applicable, and all proposed easements are to be recorded prior to final plat.
 - G. Sidewalks will be required along the street frontage of Lots 2-7 Harrison Hills Replat 8.
 - H. A draft subdivision agreement has been prepared in relation to the development. It has been included in this packet for review.

V. PLANNING COMMISSION – ZONING MAP AMENDMENT:

The La Vista Planning Commission held a public hearing on 4/16/2026 and voted 7-0 to recommend approval of the Zoning Map Amendment to reduce the area of the PUD Overlay over lots 1 and 2 of Harrison Hills Replat 7, contingent upon the resolution of the issues mentioned in the staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VI. STAFF RECOMMENDATION – ZONING MAP AMENDMENT:

Staff recommends approval of a Zoning Map Amendment to reduce the area of the PUD Overlay over lots 1 and 2 of Harrison Hills Replat 7, contingent upon the resolution of the issues mentioned in the staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VII. PLANNING COMMISSION RECOMMENDATION – PLANNED UNIT DEVELOPMENT SITE PLAN AMENDMENT:

The La Vista Planning Commission held a public hearing on 4/16/2026 and voted 7-0 to recommend approval of the approval of a PUD Site Plan

Amendment to reduce the area of the PUD Overlay over lots 1 and 2 of Harrison Hills Replat 7, contingent upon the resolution of the issues mentioned in the staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VIII. STAFF RECOMMENDATION – PLANNED UNIT DEVELOPMENT SITE PLAN AMENDMENT:

Staff recommends approval of a PUD Site Plan Amendment to reduce the area of the PUD Overlay over lots 1 and 2 of Harrison Hills Replat 7, contingent upon the resolution of the issues mentioned in the staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

IX. PLANNING COMMISSION RECOMMENDATION – REPLAT:

The La Vista Planning Commission held a meeting on 4/16/2026 and voted 7-0 to recommend approval of the Replat for Harrison Hills Replat 8, contingent upon the satisfactory resolution of the issues stated within the staff report prior to City Council approval, as the Replat request is consistent with the Comprehensive Plan and the Subdivision Regulations.

X. STAFF RECOMMENDATION – REPLAT:

Staff recommends approval of the Replat of Lot 2 Harrison Hills Replat 7 into Lots 1-7 and Outlot A Harrison Hills Replat 8, contingent upon on the resolution of the issues mentioned in the staff report, as the request is consistent with the Comprehensive Plan and the Subdivision Regulations.

XI. STAFF RECOMMENDATION – SUBDIVISION AGREEMENT:

Approval of the Subdivision Agreement for Harrison Hills Replat 8, contingent upon satisfactory resolution of any remaining issues as required by the City Administrator or City Engineer, prior to recording of the Final Plat and Subdivision Agreement, as the Subdivision Agreement request is consistent with the Comprehensive Plan and the Subdivision Regulations.

XII. ATTACHMENTS TO REPORT:

- A. Vicinity Map
- B. Draft Zoning Map
- C. Draft PUD Site Plan set
- D. Draft Replat plan set
- E. Public Hearing Notices

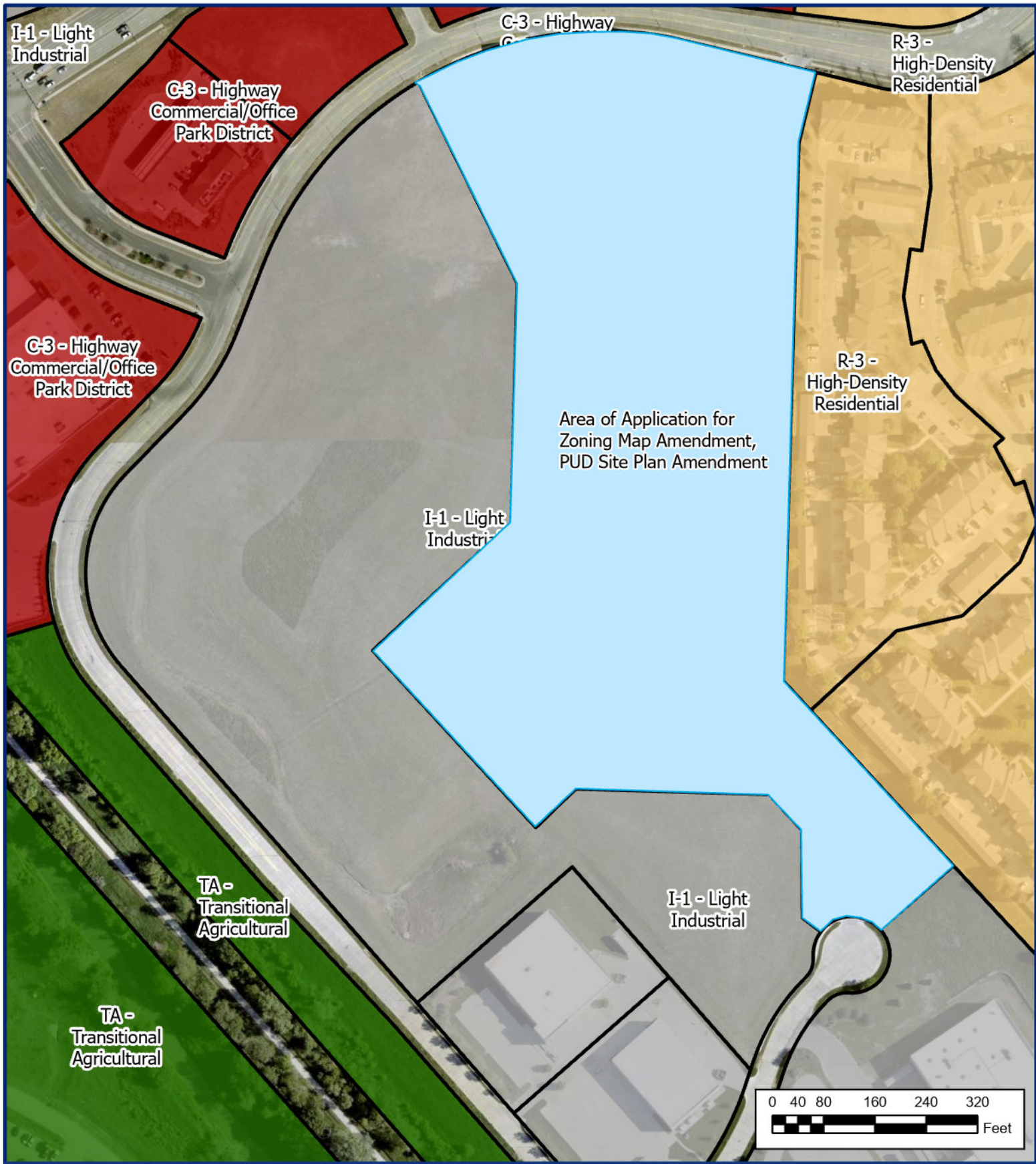
XIII. COPIES OF REPORT SENT TO:

- A. Curtis Akey, Streck, Inc.
- B. Caleb Snyder, Lamp Rynearson
- C. Public Upon Request

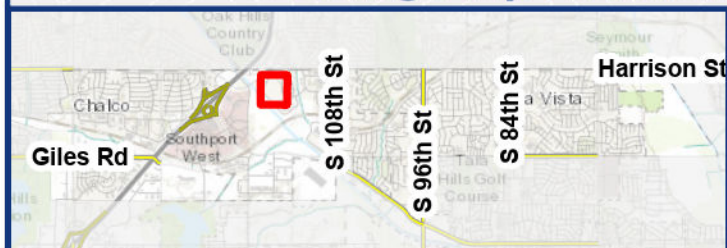

Prepared by: Deputy Community Development Director


Community Development Director



6/25/20
Date



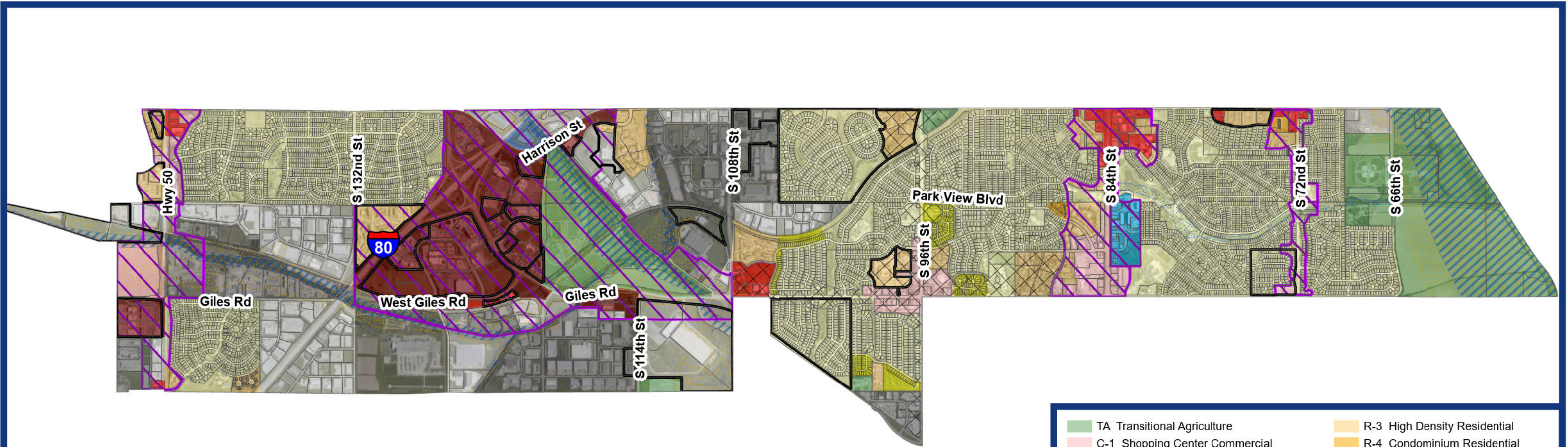
Zoning Map Amendment and PUD Site Plan Amendment



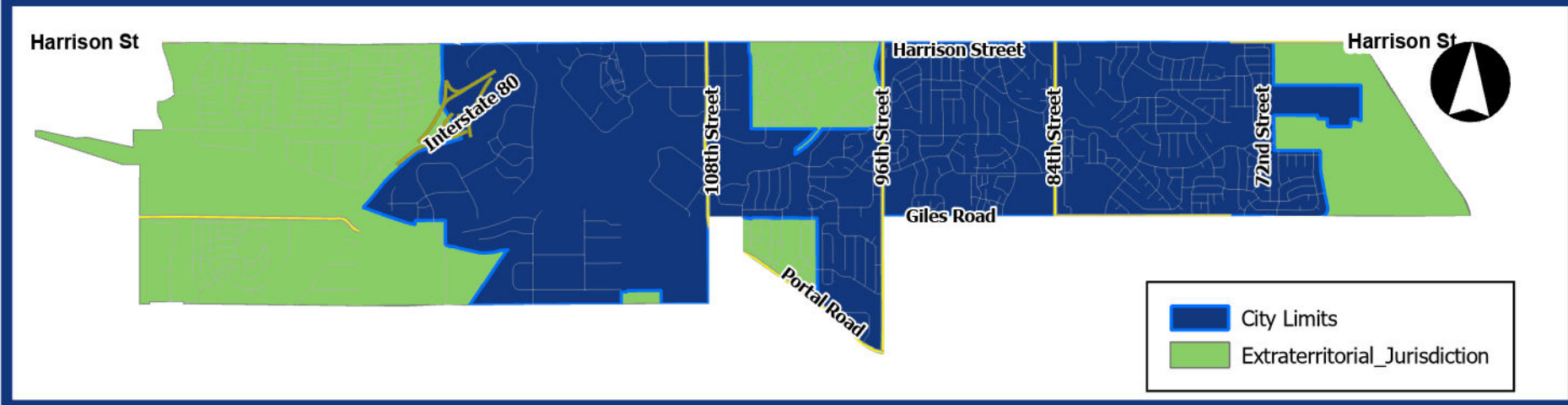
Legend

-  Property Lines
-  PUD





- | | |
|---|--|
| TA Transitional Agriculture | R-3 High Density Residential |
| C-1 Shopping Center Commercial | R-4 Condominium Residential |
| C-2 General Commercial District | MU-CF Mixed Use Commercial Flex |
| C-3 Highway Commercial/Office Park District | PUD |
| MU-CC Mixed Use City Centre | Special Corridor |
| I-1 Light Industrial | Gateway Corridor |
| I-2 Heavy Industrial | FW |
| R-1 Single-Family – Residential | A - 100-Year Flood Zone |
| R-2 Two-Family – Residential | AE - 100-Year Flood Zone, Detailed Study |
| | 500-Year Flood Zone |



4/10/2026
 Drawn By: CAS



City of La Vista
Official Zoning Map
Adopted July 7, 2026
Ordinance Number _____

AFFIDAVIT

State of Florida, County of Broward, ss:

I, Anjana Bhadoriya, being of lawful age, being duly sworn upon oath, hereby depose and say that I am agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Omaha World Herald, a legal daily newspaper printed and published in the counties of Douglas and Cass and State of Nebraska, and of general circulation in the Counties of Douglas, and Sarpy and State of Nebraska, and that the attached printed notice was published in said newspaper on the dates stated below and that said newspaper is a legal newspaper under the statutes of the State of Nebraska.

PUBLICATION DATES:

Apr. 3, 2026

NOTICE NAME: PC - Streck PUD and Rezoning

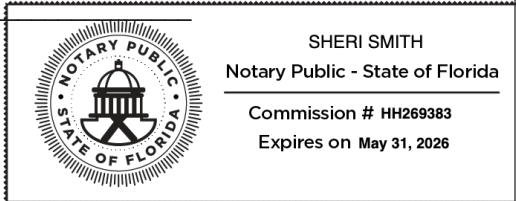
PUBLICATION FEE: \$29.79

Anjana Bhadoriya

(Signed) _____

VERIFICATION

State of Florida
County of Broward



Subscribed in my presence and sworn to before me on this: 04/06/2026

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

Notice of Public Hearing

City of La Vista

NOTICE IS HEREBY GIVEN, that the Planning Commission of the City of La Vista, Nebraska, will hold a public hearing during the scheduled Planning Commission meeting on April 16, 2026, beginning at 6:30 p.m. at La Vista City Hall, 8116 Park View Blvd, La Vista, NE, for the purpose of hearing testimony of support, opposition, criticism, suggestions or observations for: 1) Zoning Map Amendment to remove the Planned Unit Development Overlay from portions of Lot 2 Harrison Hills Replat 7; 11710 Peel Circle; Streck, LLC and 2) Planned Unit Development Site Plan Amendment; Lots 1 & 2 Harrison Hills Replat 7; 11710 Peel Circle; Streck, LLC. The public is encouraged to attend.

Rachel Carl, CMC
City Clerk, City of La Vista
2026, (4) 3 - Fridays, ZNEZ

SARPY COUNTY TIMES

AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Sarpy County Times, a legal newspaper of general circulation in the Counties of Sarpy, Bellevue, Cass, Papillion, Gretna, La Vista and Springfield, state of Nebraska and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion having been on;

Jun. 24, 2026

And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge.

Anjana Bhadoriya

(Signed) _____

VERIFICATION

State of Florida
County of Broward



SHERI SMITH
Notary Public - State of Florida

Commission # HH804448
Expires on May 31, 2030

Subscribed in my presence and sworn to before me on this: 06/24/2026

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

Printers Fee: \$13.64
Customer Number: 1013655
Order Number: COL-NE-904345

Notice of Public Hearing City of La Vista

NOTICE IS HEREBY GIVEN, that the City Council of the City of La Vista, Nebraska, will hold a public hearing during the scheduled City Council meeting on July 7, 2026, beginning at 6:00 p.m. at La Vista City Hall, 8116 Park View Blvd, La Vista, NE, for the purpose of hearing testimony of support, opposition, criticism, suggestions or observations for: 1) Zoning Map Amendment to remove the Planned Unit Development Overlay from portions of Lot 2 Harrison Hills Replat 7; 11710 Peel Circle; Streck, LLC and 2) Planned Unit Development Site Plan Amendment; Lots 1 & 2 Harrison Hills Replat 7; 11710 Peel Circle; Streck, LLC. The public is encouraged to attend.

Rachel Carl, CMC

City Clerk, City of La Vista

COL-NE-904345 6/24 ZNEZ

Sent 4/2/26



Notice of Public Hearing City of La Vista

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1. Zoning Map Amendment to remove the Planned Unit Development Overlay from portions of Lot 2 Harrison Hills Replat 7; 11710 Peel Circle; Streck, LLC; and
2. Planned Unit Development Site Plan Amendment; Lots 1 & 2 Harrison Hills Replat 7; 11710 Peel Circle; Streck, LLC

The agenda and all associated documents for this meeting can be found online at <http://www.cityoflavista.org/planningagenda> starting the Monday before the scheduled date. If you have any questions or would like further information, please contact the City of La Vista's Department of Community Development at (402) 593-6400.

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



Sert
6/23/20

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 402.331.3455 P
 402.331.0299 F

11708 EMILINE STREET LLC
6606 S 168TH ST
OMAHA, NE 68130

CASEY'S RETAIL COMPANY
PO BOX 54288
LEXINGTON, KY 40555

CITY OF LA VISTA NEBRASKA
9900 PORTAL RD
LA VISTA, NE 68128

FOEH SURE PROPERTIES LLC
10254 Z ST
OMAHA, NE 68127

HARRISON HILLS APARTMENTS LLC
809 N 96TH ST
OMAHA, NE 68114

HARRISON I-80 LLC
C/O LERNER COMPANY
10855 W DODGE RD
OMAHA, NE 68154

JMDH REAL ESTATE OF OMAHA LLC
1710 WHITESTONE EXPY
WHITESTONE, NY 11357

KTKA INVESTMENTS LLC
4830 S 224TH PLZ
ELKHORN, NE 68022

OMAHA MULTI-SPORT COMPLEX
DBA NEBRASKA MULTISPORT COMPLEX
13810 FNB PKWY SUITE 200
OMAHA, NE 68154

PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT
8901 S 154TH ST
OMAHA, NE 68138

STAG INDUSTRIAL HOLDINGS LLC
C/O STAT INDUSTRIAL MANAGEMENT
LLC
ONE FEDERAL ST 23RD FL
BOSTON, MA 02110

STRECK LLC
7002 S 109TH ST
LA VISTA, NE 68128

STRECK NEST LLC
C/O CURTIS AKEY
7002 S 109TH ST
LA VISTA, NE 68128

Streck

Property Posting – Zoning Action Sign

- Placed: 4/2/2026 at 3:30pm
- Address: 11710 Peel Circle
- Public hearings for Streck rezoning and PUD site plan amendment





**City of La Vista
Mayor and City Council Report
July 7, 2026 Agenda**

Item: F

Subject:	Type:	Submitted By:
Planned Unit Development Site Plan Amendment – Lots 1 & 2 Harrison Hills Replat 7 – Streck, LLC	Resolution	Christopher Solberg, Deputy Director of Community Development

Synopsis

A public hearing has been scheduled and resolution prepared for Council to consider an application by Streck, LLC for a Planned Unit Development Site Plan Amendment to reduce the area of the PUD Overlay over lots 1 and 2 of Harrison Hills Replat 7 south-east of 118th Street and Emiline Street.

Fiscal Impact

N/A.

Recommendation

Staff recommends approval of a PUD Site Plan Amendment to reduce the area of the PUD Overlay over lots 1 and 2 of Harrison Hills Replat 7, contingent upon the resolution of the issues mentioned in the staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

Background

The applicant has submitted an application to subdivide lots 1 and 2 of Harrison Hills Replat 7. As part of the replat process, the applicant is requesting a reduction in the area of the PUD zoning overlay to cover Lot 1 Harrison Hills Replat 7, as well as Lots 1 and 2 of the proposed Harrison Hills Replat 8. The proposed PUD Site Plan Amendment reduces the area of the approved PUD Site Plan for the area to match the revised PUD Overlay.

A detailed staff report is attached.

The Planning Commission held a public hearing on April 16, 2026, and voted 7-0 to recommend approval of the PUD Site Plan Amendment, as the request is consistent with the La Vista Comprehensive Plan and the Zoning Ordinance.

Attachments

1. Resolution - PUD Plan Amendment - HH RP 8 - Streck 07.07.2026
2. Packet Item - Harrison Hills RP8 PUD

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF A PLANNED UNIT DEVELOPMENT (PUD) SITE PLAN AMENDMENT FOR LOTS 1 AND 2, HARRISON HILLS REPLAT 7, A SUBDIVISION LOCATED IN THE NORTHWEST ¼ OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, Streck Inc., of the above-described piece of property has made an application for approval of a PUD site plan amendment for Lots 1 and 2, Harrison Hills Replat 7; and

WHEREAS, the Deputy Community Development Director and the City Engineer have reviewed the PUD site plan; and

WHEREAS, on April 16, 2026, the La Vista Planning Commission held a public hearing and reviewed the amendment to the PUD site plan and recommended approval as the PUD Site Plan Amendment is consistent with the Comprehensive Plan and Zoning Ordinance.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the PUD Site Plan for Lots 1 and 2, Harrison Hills Replat 8, a subdivision located in the Northwest ¼ of Section 17, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located southeast of 118th Street and Emiline Street, be, and hereby is, approved.

PASSED AND APPROVED THIS 7TH DAY OF JULY 2026.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Rachel D. Carl, CMC
City Clerk



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

CASE NUMBERS: PRZ26-0001, PPUD26-0001; FOR HEARING OF: JULY 7, 2026
PRP26-0001 REPORT PREPARED ON: JUNE 23, 2026

I. GENERAL INFORMATION

A. APPLICANT:

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

B. PROPERTY OWNER:

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

C. LOCATION: Lot 2 Harrison Hills Replat 7; Generally located south of the intersection of S. 117th Street and Emiline Street.

D. LEGAL DESCRIPTION: Lot 2 Harrison Hills Replat 7 (to be replatted as Lots 1-7 and Outlot A Harrison Hills Replat 8).

E. REQUESTED ACTION(S): Approval of a Zoning Map Amendment and PUD Site Plan Amendment to reduce the area of the PUD Overlay. Approval of a Replat of Lot 2 Harrison Hills Replat 7 into Lots 1-7 and Outlot A Harrison Hills Replat 8 to allow for light industrial development on Lots 2-7 of the proposed Harrison Hills Replat 8.

F. EXISTING ZONING AND LAND USE: I-1 – Light Industrial, Gateway Corridor District (Overlay District), and Planned Unit Development; The site includes Streck’s west campus, with the remainder of the site being currently vacant.

G. PURPOSE OF REQUEST: Zoning Map Amendment and PUD Site Plan Amendment to reduce the area of the PUD Overlay. Replat of Lot 2 Harrison Hills Replat 7 into Lots 1-7 and Outlot A Harrison Hills Replat 8 to allow for light industrial development on Lots 2-7 of the proposed Harrison Hills Replat 8.

H. SIZE OF SITE: Approximately 30.06 acres.

II. BACKGROUND INFORMATION

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

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

<u>Direction From Subject Property</u>	<u>Future Land Use Designation</u>	<u>Current Zoning Designation</u>	<u>Surrounding Development</u>
North	Business Park	C-3 Highway Commercial/Office Park District, Gateway Corridor District (Overlay District)	Vacant properties, Casey's, Restaurant Depot, Emergency Dental
East	Urban High-Intensity Residential	R-3 High-Density Residential	Harrison Hills Apartments
South	Business Park	I-1 Light-Industrial	Stepper-ettes Dance, SalonCentric
West	Parks and Open Space	TA – Transitional Agriculture, Gateway Corridor District (Overlay District)	CHI Multi-Sport Complex

C. RELEVANT CASE HISTORY:

1. A Planned Unit Development Site Plan was approved by Council on November 5, 2019 for Lots 1 and 16 Harrison Hills to prepare for the development of Streck, Inc.'s new facility.
2. Lot 1 Harrison Hills Replat 7 was rezoned to R-3 High Density Residential with PUD District and Gateway Corridor District overlays on December 15, 2020 to prepare for the development of the Nest Apartments.
3. The PUD Site Plan for Lot 1 Harrison Hills Replat 7 was amended on March 16, 2021.

D. APPLICABLE REGULATIONS:

1. Section 5.08 of the Zoning Regulations – R-3 High Density Residential.
2. Section 5.13 of the Zoning Regulations – I-1 Light Industrial
3. Section 5.15 of the Zoning Regulations – PUD Planned Unit Development District (Overlay District).
4. Section 5.17 of the Zoning Regulations – Gateway Corridor District (Overlay District).

III. ANALYSIS

A. COMPREHENSIVE PLAN:

1. The Future Land Use Map of the Comprehensive Plan currently designates Lot 1 Harrison Hills Replat 7 for a high-density residential use. The Future Land Use Map also designates Lot 2 Harrison Hills Replat 7 as Business Park, which allows for I-1 Light Industrial uses.

2. This proposal is compatible with surrounding land-use patterns, as directly to the east are Lots 1-4 Harrison Hills Replat 2 which contain the Harrison Hills Apartments. These four lots are designated as High-Density Residential in the Future Land Use Map, and are zoned R-3 High-Density Residential with a Gateway Corridor District overlay.

Lots 2-7 of the proposed Harrison Hills Replat 8 abut Lot 1 Harrison Hills Replat 8 and other lots to the southeast that are designated as Business Park in the Future Land Use Map. They also have a base zoning as I-1 Light Industrial as well.

B. OTHER PLANS: N/A.

C. TRAFFIC AND ACCESS:

1. Access to this property would be through Emiline Street, which converges into 118th Street and connects to the arterial Harrison Street through intersections at 115th, 117th Street.
2. A traffic impact analysis that analyzes impacts to the traffic signals on Harrison Street has been provided and approved by Engineering.

D. UTILITIES:

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

E. PARKING REQUIREMENTS:

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

F. LANDSCAPING:

1. The landscaping for any developments on this site will need to comply with the requirements of the Zoning Ordinance and of the Gateway Corridor Design Guidelines.

IV. REVIEW COMMENTS:

A. As part of this PUD amendment, the following allowances for Lot 1 Harrison Hills Replat 7 (The Nest Apartments) would remain:

1. An allowance that reduced the required site area per unit requirement to 1,500 square feet. This was a reduction from the requirement stated in Section 5.08.05 of the Zoning Ordinance of 2,250 square feet per unit.

2. An allowance for 0.45 garaged parking spaces per housing unit. This is a reduction from the requirement stated in Section 7.05.08 of the Zoning Ordinance of 0.50 garaged spaces per unit for multi-family developments.
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 - F. The existing utility easement (INST #2000-08529) will need to be vacated prior to final plat if applicable, and all proposed easements are to be recorded prior to final plat.
 - G. Sidewalks will be required along the street frontage of Lots 2-7 Harrison Hills Replat 8.
 - H. A draft subdivision agreement has been prepared in relation to the development. It has been included in this packet for review.

V. PLANNING COMMISSION – ZONING MAP AMENDMENT:

The La Vista Planning Commission held a public hearing on 4/16/2026 and voted 7-0 to recommend approval of the Zoning Map Amendment to reduce the area of the PUD Overlay over lots 1 and 2 of Harrison Hills Replat 7, contingent upon the resolution of the issues mentioned in the staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VI. STAFF RECOMMENDATION – ZONING MAP AMENDMENT:

Staff recommends approval of a Zoning Map Amendment to reduce the area of the PUD Overlay over lots 1 and 2 of Harrison Hills Replat 7, contingent upon the resolution of the issues mentioned in the staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VII. PLANNING COMMISSION RECOMMENDATION – PLANNED UNIT DEVELOPMENT SITE PLAN AMENDMENT:

The La Vista Planning Commission held a public hearing on 4/16/2026 and voted 7-0 to recommend approval of the approval of a PUD Site Plan

Amendment to reduce the area of the PUD Overlay over lots 1 and 2 of Harrison Hills Replat 7, contingent upon the resolution of the issues mentioned in the staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VIII. STAFF RECOMMENDATION – PLANNED UNIT DEVELOPMENT SITE PLAN AMENDMENT:

Staff recommends approval of a PUD Site Plan Amendment to reduce the area of the PUD Overlay over lots 1 and 2 of Harrison Hills Replat 7, contingent upon the resolution of the issues mentioned in the staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

IX. PLANNING COMMISSION RECOMMENDATION – REPLAT:

The La Vista Planning Commission held a meeting on 4/16/2026 and voted 7-0 to recommend approval of the Replat for Harrison Hills Replat 8, contingent upon the satisfactory resolution of the issues stated within the staff report prior to City Council approval, as the Replat request is consistent with the Comprehensive Plan and the Subdivision Regulations.

X. STAFF RECOMMENDATION – REPLAT:

Staff recommends approval of the Replat of Lot 2 Harrison Hills Replat 7 into Lots 1-7 and Outlot A Harrison Hills Replat 8, contingent upon on the resolution of the issues mentioned in the staff report, as the request is consistent with the Comprehensive Plan and the Subdivision Regulations.

XI. STAFF RECOMMENDATION – SUBDIVISION AGREEMENT:

Approval of the Subdivision Agreement for Harrison Hills Replat 8, contingent upon satisfactory resolution of any remaining issues as required by the City Administrator or City Engineer, prior to recording of the Final Plat and Subdivision Agreement, as the Subdivision Agreement request is consistent with the Comprehensive Plan and the Subdivision Regulations.

XII. ATTACHMENTS TO REPORT:

- A. Vicinity Map
- B. Draft Zoning Map
- C. Draft PUD Site Plan set
- D. Draft Replat plan set
- E. Public Hearing Notices

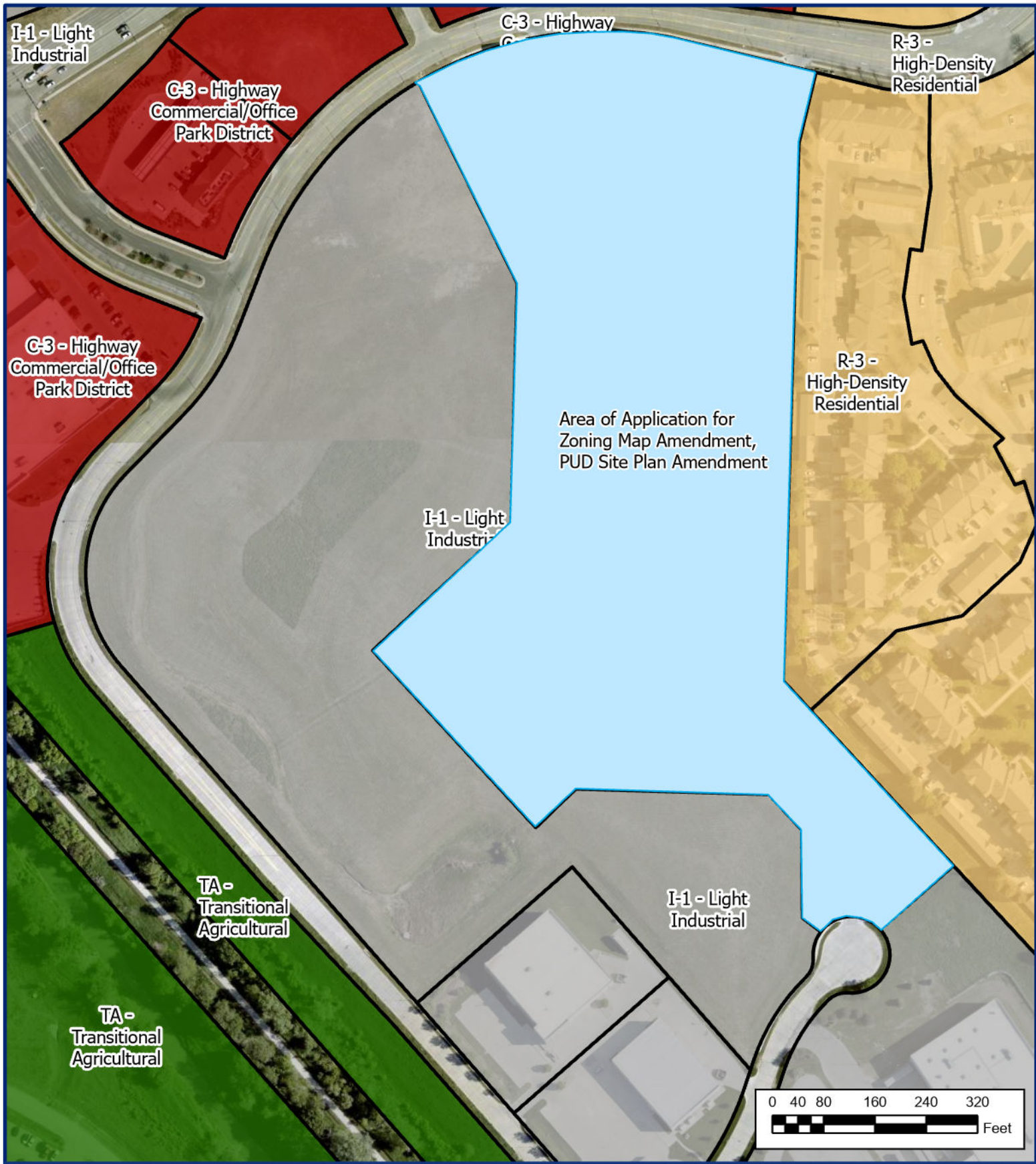
XIII. COPIES OF REPORT SENT TO:

- A. Curtis Akey, Streck, Inc.
- B. Caleb Snyder, Lamp Rynearson
- C. Public Upon Request

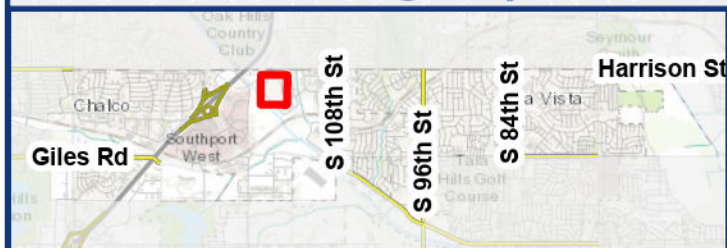

Prepared by: Deputy Community Development Director


Community Development Director

6/25/20
Date



Zoning Map Amendment and PUD Site Plan Amendment



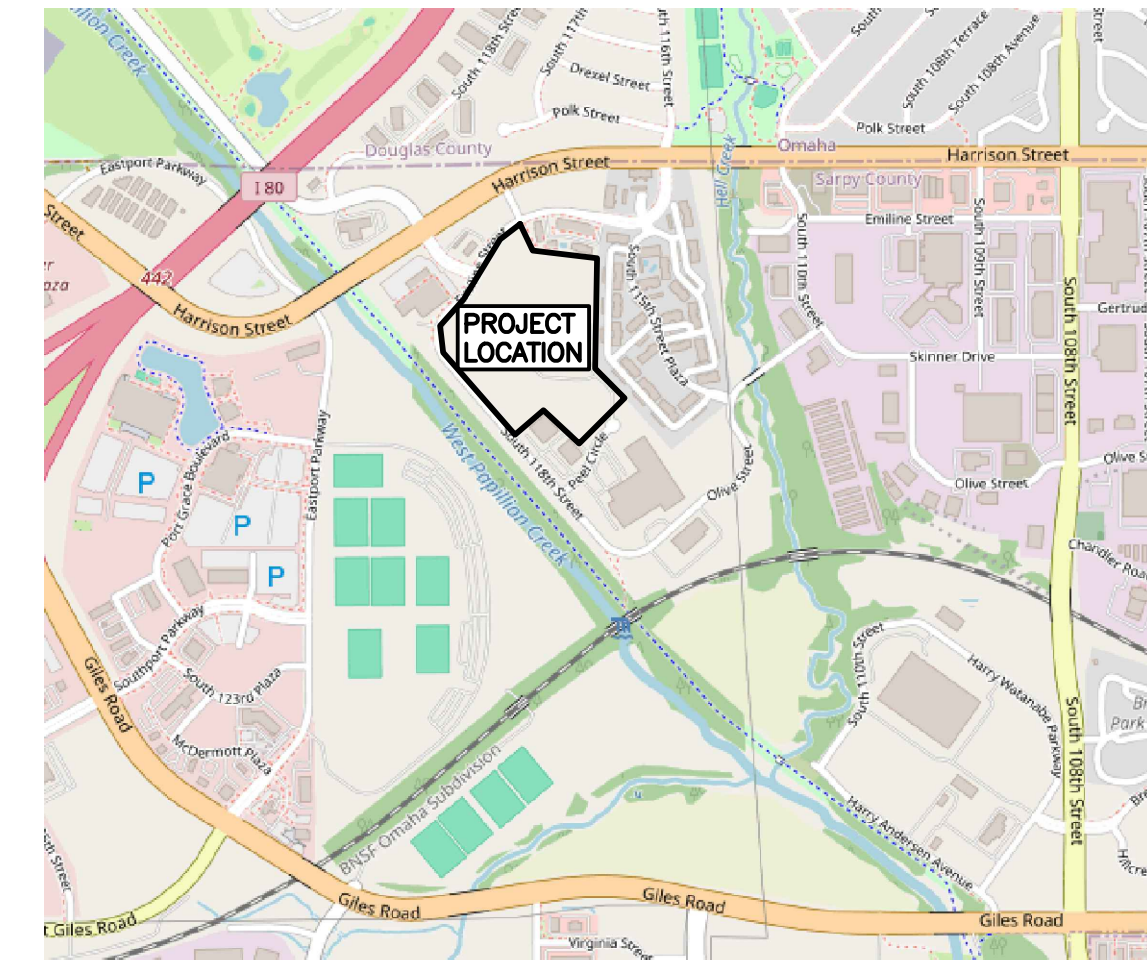
Legend

- Property Lines
- PUD



HARRISON HILLS REPLAT 8

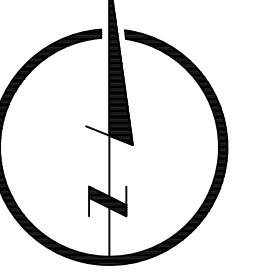
LOTS 1 THROUGH 7, INCLUSIVE, AND OUTLOT A
BEING A REPLATING OF LOT 2, HARRISON HILLS REPLAT 7, A SUBDIVISION
AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA



LOCATION MAP

LAMP
RYNEARSON

LAMP RYNEARSON.COM
OMAHA, NEBRASKA
14710 W. DODGE RD. STE. 100 (402) 496-2498
NE AUTHORIZATION NO. CA4130
FORT COLLINS, COLORADO
4715 INNOVATION DR. STE. 100 (970) 226-0342
KANSAS CITY, MISSOURI
8001 STATE LINE RD. STE. 200 (816) 361-0440
MO AUTH. NO. E-2013011903 (LS-2010643127)

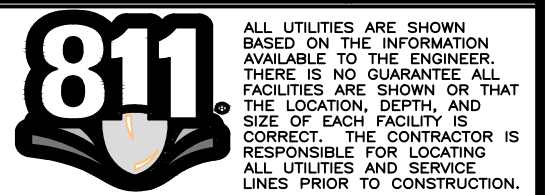


PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

PLANNED UNIT DEVELOPMENT AMENDMENT
SITE PLAN

STRECK, INC. (HARRISON HILLS REPLAT 8)
SARPY COUNTY, NEBRASKA



Know what's below.
Call before you dig.

REVISIONS

DESIGNER / DRAFTER
P. GARGARELLA/J. CASPER/R. KELLER
DATE
02-17-2026
PROJECT NUMBER
0118087.90-003
BOOK AND PAGE

SHEET
1 OF 1

LEGEND

- BOUNDARY LINE
- LOT LINE
- - - EXISTING LOT LINE
- - - EASEMENT
- MONUMENT FOUND
- △ MONUMENT SET (5/8" REBAR W/ 1 1/4" YPC STAMPED LS-B57, UNLESS NOTED OTHERWISE)
- RB REBAR
- YPC YELLOW PLASTIC CAP
- RPC RED PLASTIC CAP

THE EXISTING PLANNED UNIT DEVELOPMENT FOR THIS AREA IS BEING AMENDED TO REMOVE LOT 3, 4, 5, 6, 7 AND OUTLOT A FROM A PUD.
LOT 1 AND LOT 2 HARRISON HILLS REPLAT 8, AND LOT 1 HARRISON HILLS REPLAT 7 TO REMAIN WITHIN THE PUD.

LEGAL DESCRIPTION:

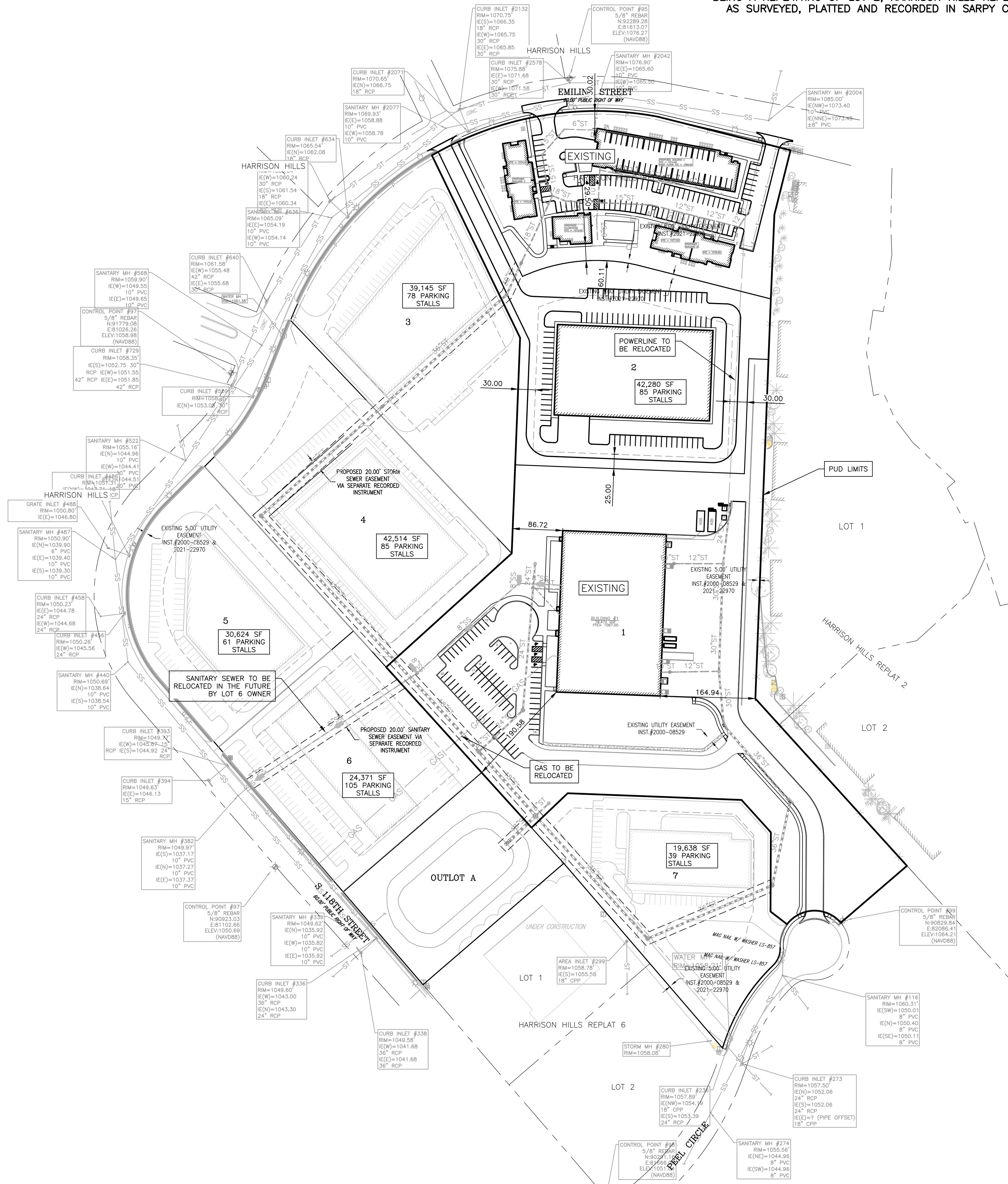
USE TYPE:

ZONING:

[X]
[]
[]

SITE REGULATORS (SEE SECTION 5.13):

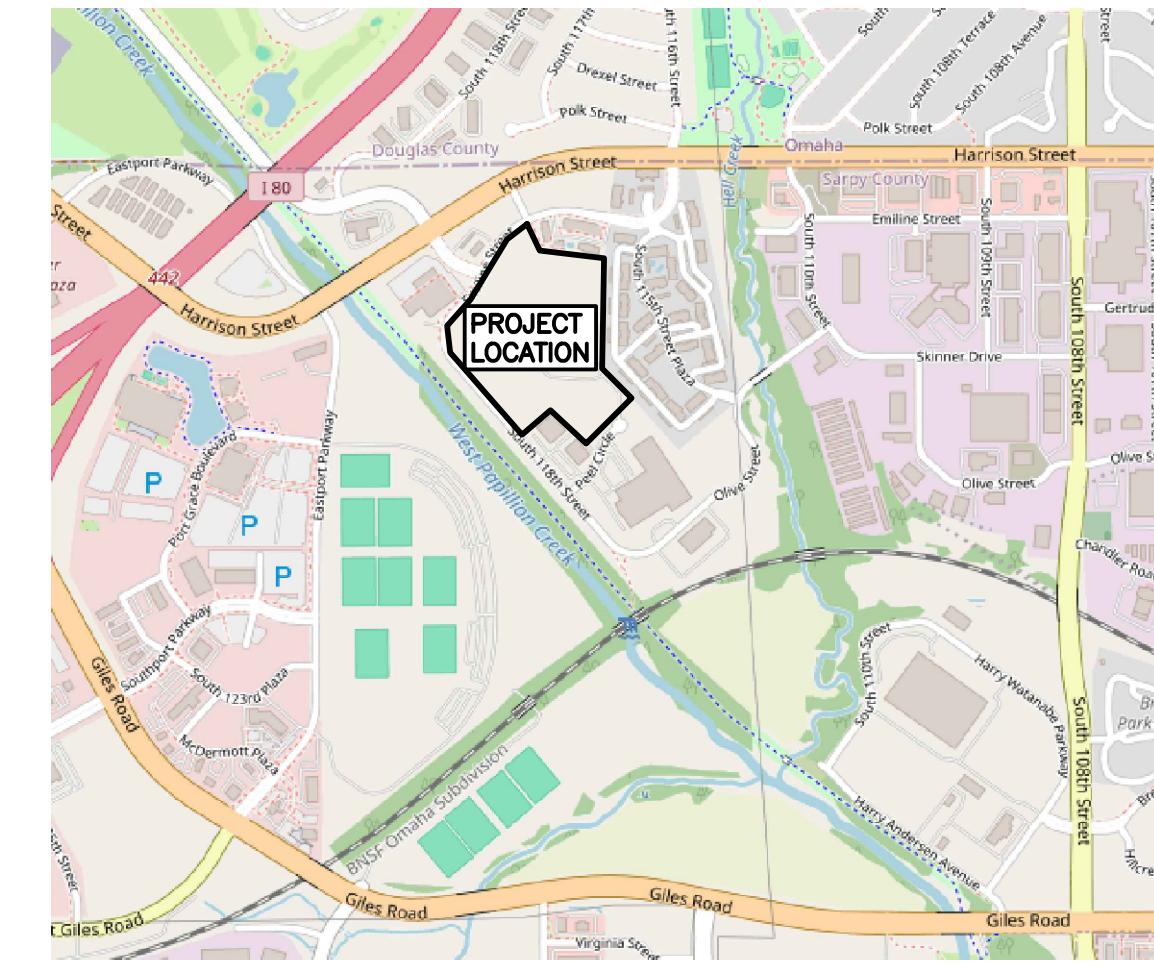
	ALLOWED	PROPOSED
A. SITE AREA	10,000 SF MIN.	351,621 SF
B. MINIMUM WIDTH	100 FEET	439.84 FEET
C. SETBACK		
FRONT YARD (A)		
LOT 1, REPLAT 8	35', 60' WHEN PARKING IS LOCATED IN FRONT YARD	190.58'
LOT 2, REPLAT 8	35', 60' WHEN PARKING IS LOCATED IN FRONT YARD	60.11'
LOT 1, REPLAT 7	30', 60' WHEN PARKING IS LOCATED IN FRONT YARD	30.02'
SIDE YARD (B)		
LOT 1, REPLAT 8	30'	86.72'
LOT 2, REPLAT 8	30'	30.00'
LOT 1, REPLAT 7	10', 5' ADDITIONAL FOR EACH STORY IN EXCESS OF 3 STORIES	30.30'
REAR YARD (C)		
LOT 1, REPLAT 8	25'	164.94'
LOT 2, REPLAT 8	25'	25.00'
LOT 1, REPLAT 7	29.5'	29.5'
D. HEIGHT		
LOT 1, REPLAT 8	45' MAX	45'
LOT 2, REPLAT 8	45' MAX	45'
LOT 1, REPLAT 7	45' MAX	45'
E. MAX LOT COVER (%)		
LOT 1, REPLAT 8	65%	14%
LOT 2, REPLAT 8	65%	61%
LOT 1, REPLAT 7	40%	23%
F. PARKING REQUIREMENTS (SEE SECTION 7.06)		
LOT 1, REPLAT 8	1 SPACES/3,000 SF OF GROSS FLOOR AREA; 78,472 SF = 27 SPACES	75 SPACES
LOT 2, REPLAT 8	1 SPACE/500 SF OF GROSS FLOOR AREA; 42,280 SF = 85 SPACES	85 SPACES
LOT 1, REPLAT 7	1 SPACE/BEDROOM; 111 BEDROOMS = 111 SPACES	111 SPACES
G. ACCESSIBLE PARKING:		
LOT 1, REPLAT 8	3 SPACES	3 SPACES
LOT 2, REPLAT 8	4 SPACES	4 SPACES
LOT 1, REPLAT 7	5 SPACES	5 SPACES



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HARRISON HILLS REPLAT 8

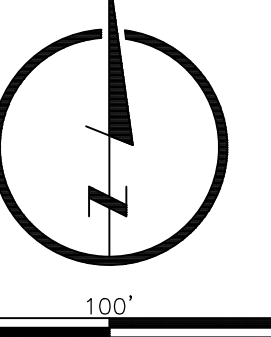
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AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA



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LOCATION MAP

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RYNEARSON**

LAMPRYNEARSON.COM
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MO AUTH. NO. E-2013011903 LLS-2010643127



PRELIMINARY

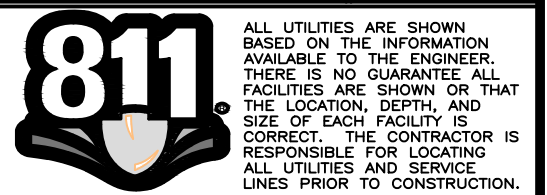
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- YPC YELLOW PLASTIC CAP
- RPC RED PLASTIC CAP

PUD—EXISTING SEWERS

STRECK, INC. (HARRISON HILLS REPLAT 8)
SARPY COUNTY, NEBRASKA



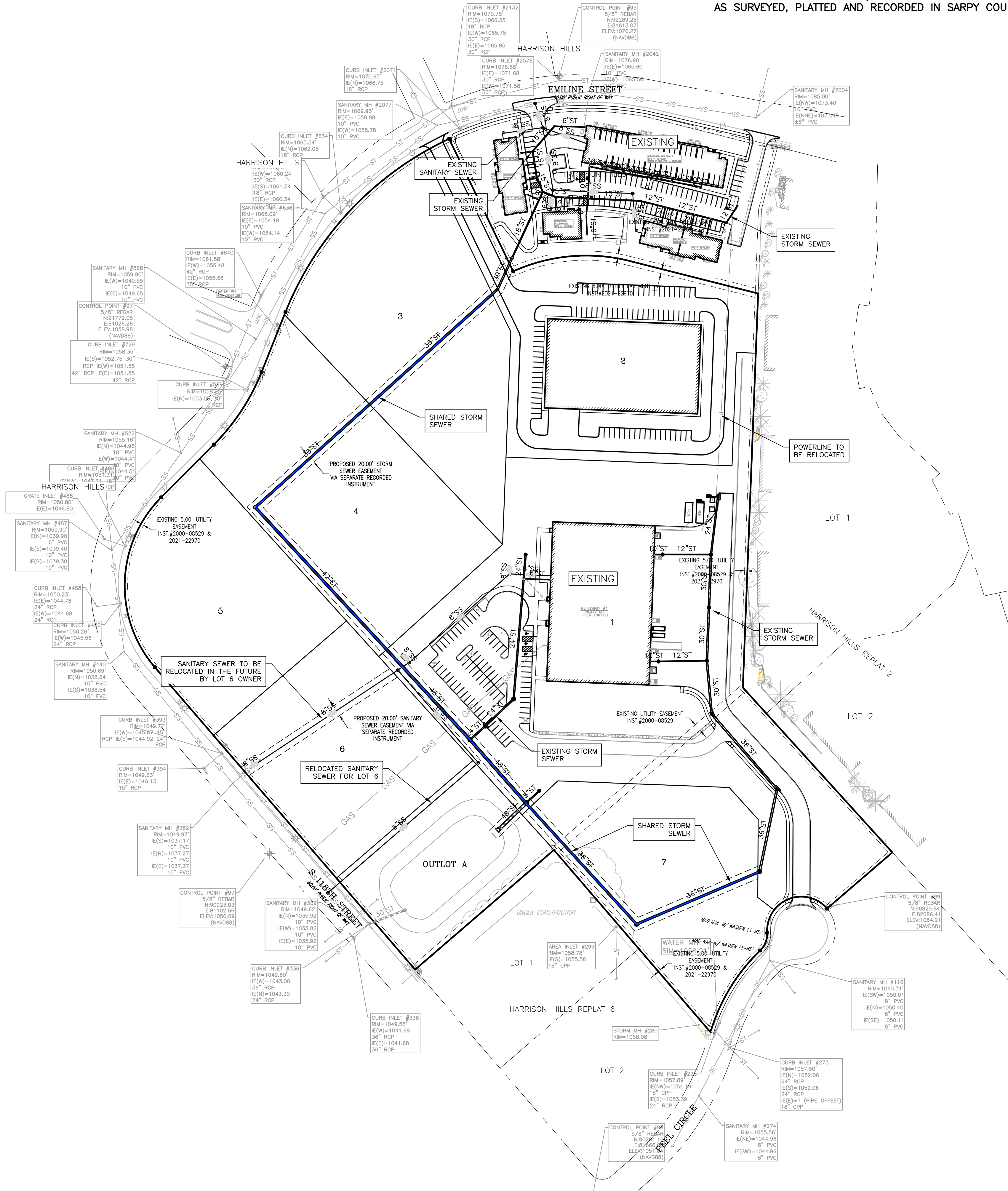
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Call before you dig.

REVISIONS

DESIGNER / DRAFTER
P. GARGARELLA/J. CASPER/R. KELLER
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0118087.90-003
BOOK AND PAGE

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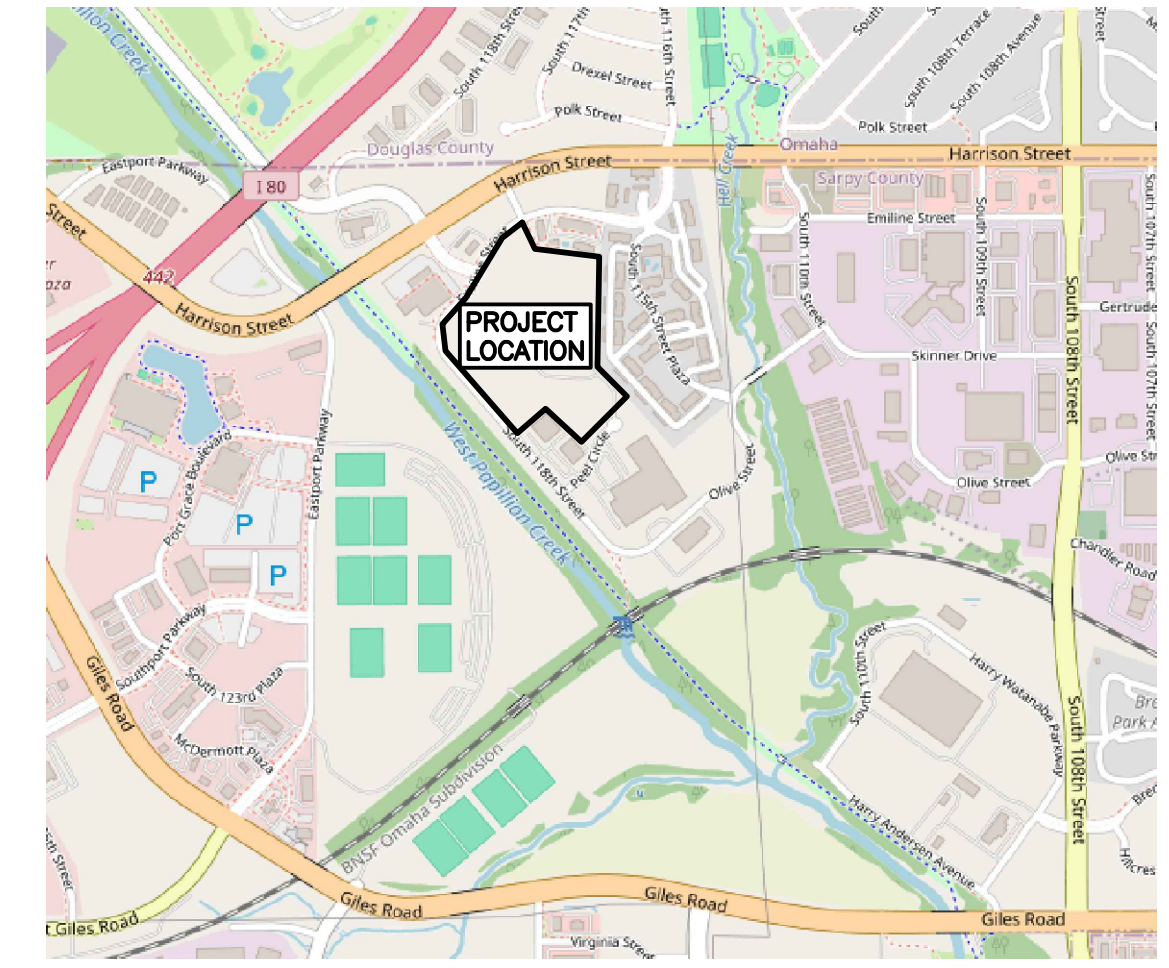
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HARRISON HILLS REPLAT 8

LOTS 1 THROUGH 7, INCLUSIVE, AND OUTLOT A
BEING A REPLATTING OF LOT 2, HARRISON HILLS REPLAT 7, A SUBDIVISION
AS SURVEYED, PLATTED AND RECORDED IN SАРY COUNTY, NEBRASKA



LOCATION MAP

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LANDSCAPE PLAN IS CONCEPTUAL AND FOR ILLUSTRATIVE PURPOSES ONLY. FUTURE LOT OWNERS WILL BE RESPONSIBLE FOR SUBMITTING CODE COMPLIANT LANDSCAPE PLANS THROUGH THE BUILDING PERMIT PROCESS.

CONCEPT PLANT SCHEDULE

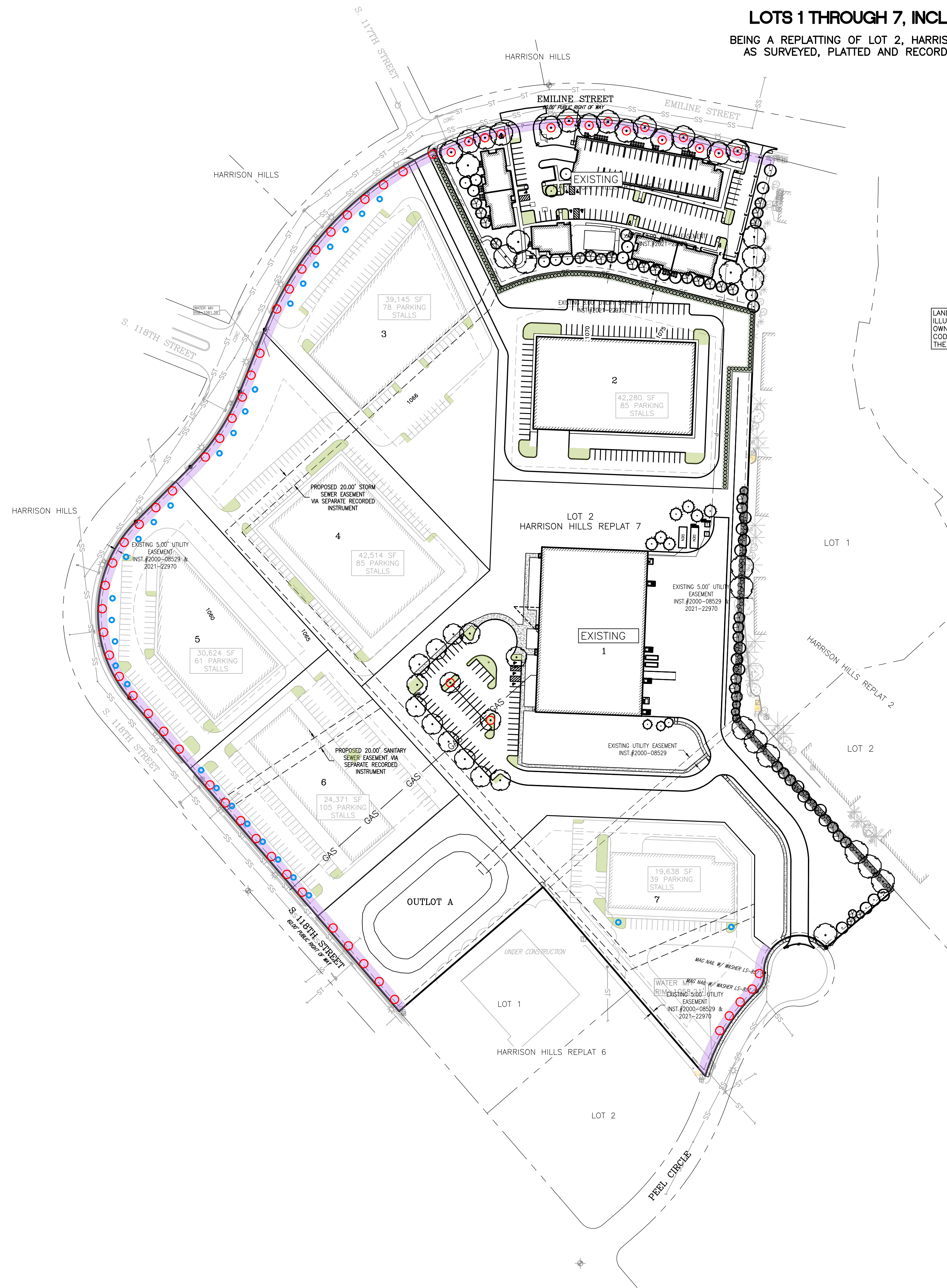
- PARKING TREE 30
- FRONTAGE TREE 64

SITE AREA CALCULATIONS

SYMBOL	CODE	DESCRIPTION
[Purple Box]	Z-1	MINIMUM DEPTH
[Green Box]	Z-2	SIDE YARD
[Light Green Box]	Z-3	INTERIOR LANDSCAPE AREA

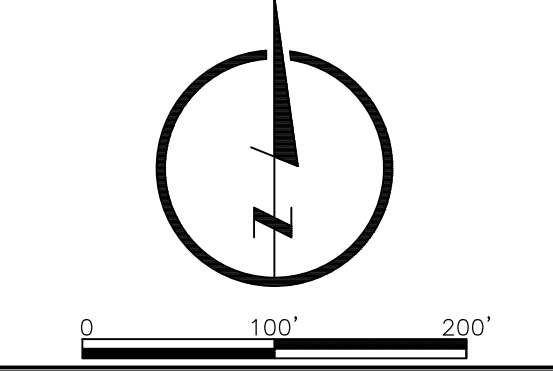
LANDSCAPE CODE REVIEW - I1 ZONING

	REQUIRED	PROVIDED	NOTES & CALCULATIONS
A. LANDSCAPE REQUIREMENTS (SEC. 7.17.03)			
STREET FRONTAGE	15' DEPTH	15' DEPTH PROVIDED	
- REQUIRED ORGANIC MATERIAL	25%	90.5% ORGANIC MATERIAL	2,635 INORGANIC MATERIAL / 27,678 SF MIN. = 90.5%
- STREET TREE	- PEEL CIRCLE 5 TREES - S 118TH ST 40 TREES - EMILINE ST 15 TREES	- PEEL CIRCLE 5 TREES PROVIDED - S 118TH ST 40 TREES PROVIDED - EMILINE ST 15 TREES PROVIDED	1 TREE PER EVER 40 LINEAL FEET - PEEL CIRCLE - 247 LF / 40 = 5 - S 118TH ST - 1,807 LF / 40 = 45 - EMILINE ST - 593 LF / 40 = 15
SIDE YARD	10'	10' SIDE YARD ALONG LOTS 1, 2 & 3	10' MIN. DEPTH WHEN ABUTTING ANY RESIDENTIAL DISTRICT
- REQUIRED ORGANIC MATERIAL	90% ORGANIC MATERIAL	100% ORGANIC MATERIAL	
LANDSCAPE SCREEN	6' HEDGE ABUTTING RESIDENTIAL DISTRICT	SEE LANDSCAPE PLAN	LANDSCAPING HEDGE ATTAINING A MIN. HEIGHT OF 6'
B. OFF-STREET PARKING DESIGN STANDARDS (SEC. 7.17.03.06)			
PERIMETER LANDSCAPE	- LOT 2 HARRISON HILLS REPLAT 7 - 94 LF FRONTAGE = 2 TREES - LOT 2 - 50 LF FRONTAGE = 1 TREE - LOT 1 HARRISON HILLS REPLAT 7 - 593 LF FRONTAGE = 15 TREES - LOT 3 - 261 LF FRONTAGE = 7 TREES - LOT 4 - 207 LF FRONTAGE = 4 TREES - LOT 5 - 347 LF FRONTAGE = 9 TREES - LOT 6 - 262 LF FRONTAGE = 7 TREES - LOT 7 - 70 LF FRONTAGE = 2 TREES	- LOT 2 HARRISON HILLS REPLAT 7 - 2 TREES PROVIDED - LOT 2 - 1 TREE PROVIDED - LOT 1 HARRISON HILLS REPLAT 7 - 15 TREES PROVIDED - LOT 3 - 7 TREES PROVIDED - LOT 4 - 4 TREES PROVIDED - LOT 5 - 9 TREES PROVIDED - LOT 6 - 7 TREES PROVIDED - LOT 7 - 2 TREES PROVIDED	1 TREE PER EVERY 40 LF OF STREET FRONTAGE
INTERIOR LANDSCAPE	- LOT 2 HARRISON HILLS REPLAT 7 - 79 PARKING STALLS = 790 SF - LOT 2 - 85 PARKING STALLS = 850 SF - LOT 1 HARRISON HILLS REPLAT 7 - 74 PARKING STALLS = 740 SF - LOT 3 - 78 PARKING STALLS = 780 SF - LOT 4 - 85 PARKING STALLS = 850 SF - LOT 5 - 61 PARKING STALLS = 610 SF - LOT 6 - 105 PARKING STALLS = 1,050 SF - LOT 7 - 53 PARKING STALLS = 530 SF	- LOT 2 HARRISON HILLS REPLAT 7 - 2,564 SF INTERIOR LANDSCAPING - LOT 2 - 3,702 SF INTERIOR LANDSCAPING - LOT 1 HARRISON HILLS REPLAT 7 - 2,595 SF INTERIOR LANDSCAPING - LOT 3 - 1,963 SF INTERIOR LANDSCAPING - LOT 4 - 3,467 SF INTERIOR LANDSCAPING - LOT 5 - 1,661 SF INTERIOR LANDSCAPING - LOT 6 - 1,889 SF INTERIOR LANDSCAPING - LOT 7 - 2,313 SF INTERIOR LANDSCAPING	10 SF PER PARKING STALL



LAMP RYNEARSON

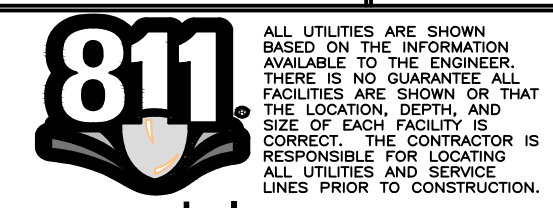
LAMP RYNEARSON.COM
OMAHA, NEBRASKA
14710 W. DODGE RD. STE. 100 (402) 496-2498
NE AUTHORIZATION NO. CAD130
FORT COLLINS, COLORADO
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KANSAS CITY, MISSOURI
9001 STATE LINE RD. STE. 200 (816) 361-0440
MO AUTH. NO. E-2013011903 LS-2015043127



PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

PRELIMINARY LANDSCAPE PLAN
STRECK, INC. (HARRISON HILLS REPLAT 8)
SАРY COUNTY, NEBRASKA



REVISIONS

NO.	DATE	DESCRIPTION

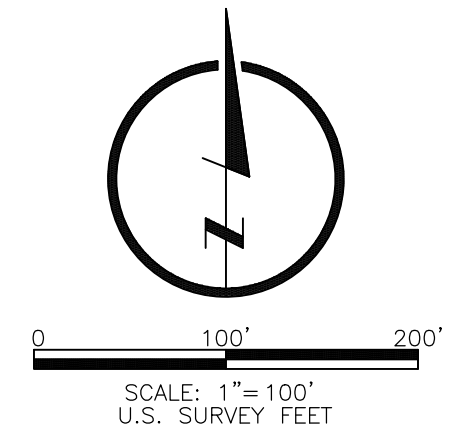
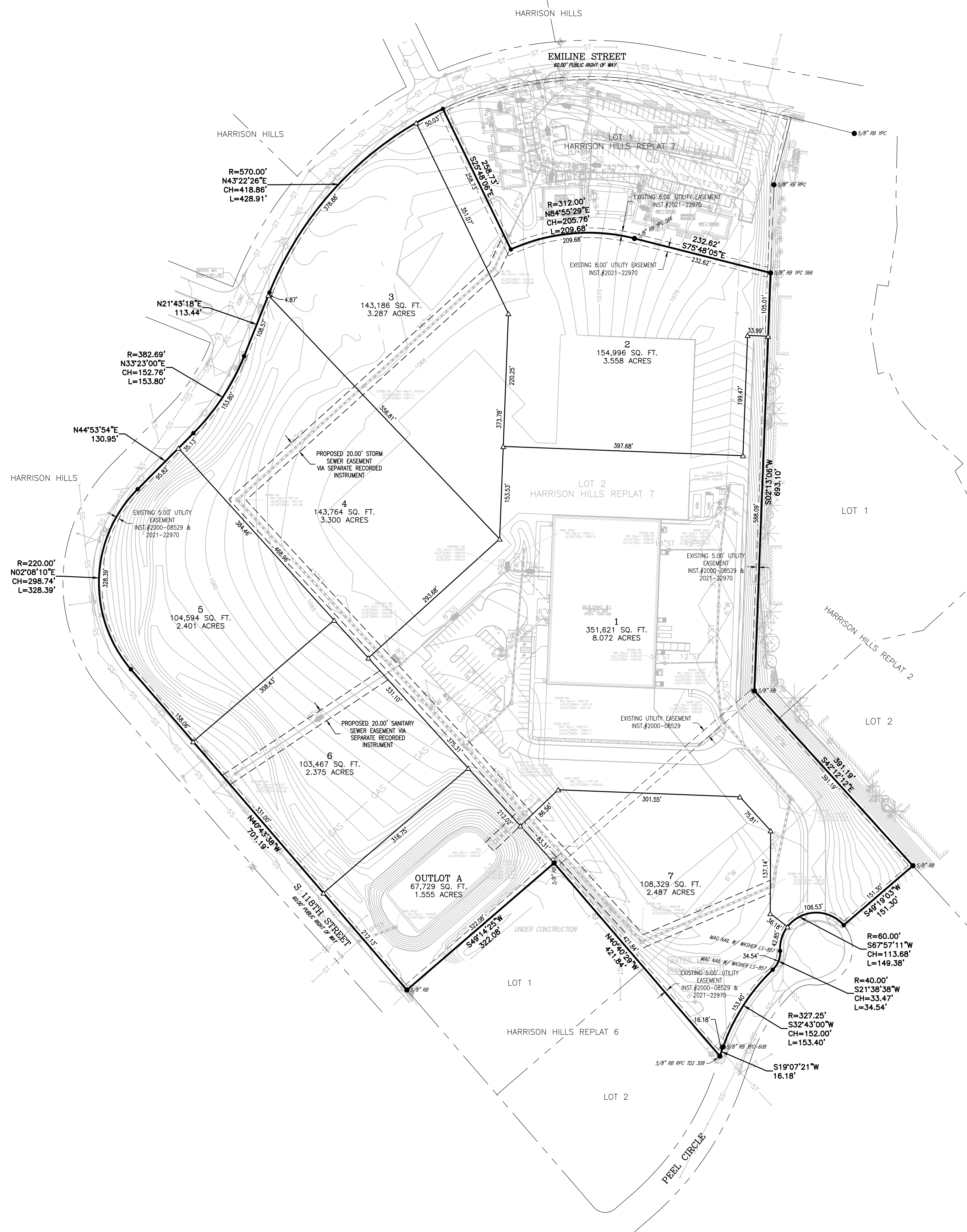
DESIGNER / DRAFTER
P. GARGARELLA/J. CASPER/R. KELLER
DATE
02-17-2028
PROJECT NUMBER
0118087.90-003
BOOK AND PAGE

SHEET
1 OF 1

U:\Openwork\0118087_Street_Land\Drawings\0118087-SP-LANDSCAPE_Plan.dwg, 4/7/2028, 3:00:01 PM, RICK A. KELLER, LAMP RYNEARSON

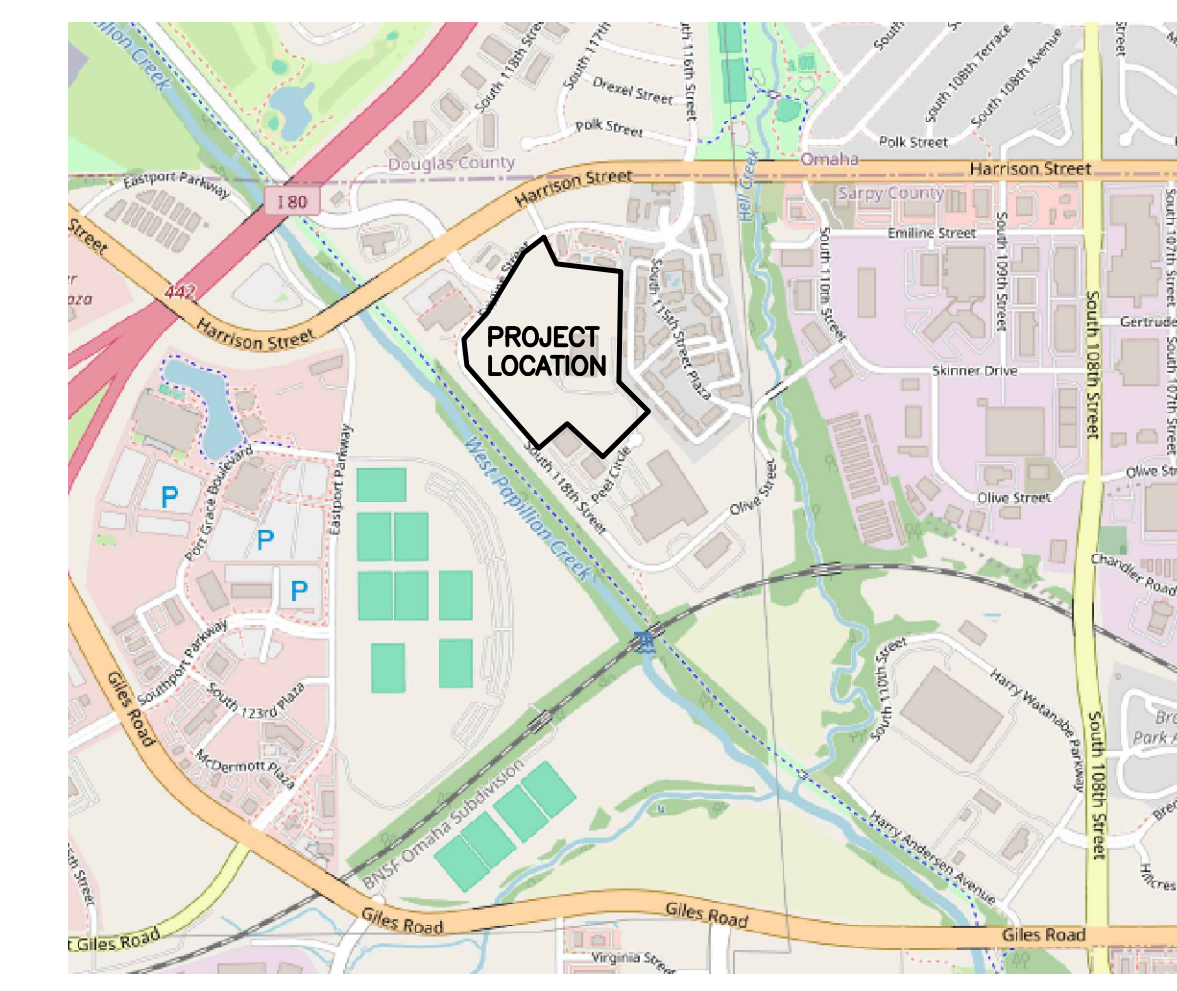
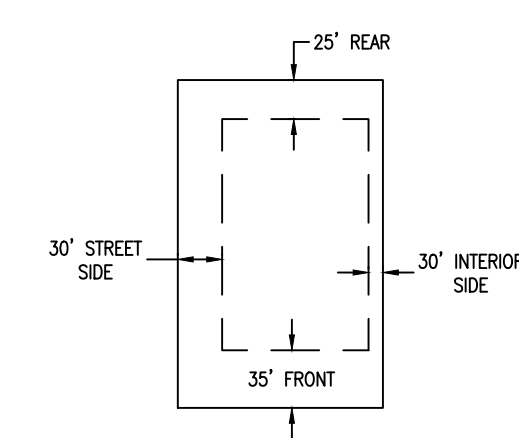
HARRISON HILLS REPLAT 8

LOTS 1 THROUGH 7, INCLUSIVE, AND OUTLOT A
BEING A REPLATTING OF LOT 2, HARRISON HILLS REPLAT 7, A SUBDIVISION
AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA



- LEGEND**
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 - RPC RED PLASTIC CAP

- NOTES**
1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
 2. ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
 3. OUTLOT A IS FOR A STORM WATER BASIN.
 4. ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.
 5. ALL PROPOSED EASEMENTS WILL BE RECORDED VIA SEPARATE RECORDED INSTRUMENTS.
 6. NEW EASEMENTS SHOWN HEREON MAY BE SUBJECT TO CHANGE. REFER TO THE FINAL EASEMENT RECORDED DOCUMENT FOR THE OFFICIAL LOCATION.



LAMP RYNEARSON

LAMP RYNEARSON.COM

OMAHA, NEBRASKA
14710 W. DODGE RD. STE. 100 (602) 496-2498
NE AUTHORIZATION NO.: CAD150

FORT COLLINS, COLORADO
4715 INNOVATION DR. STE. 100 (970) 226-0342

KANSAS CITY, MISSOURI
3001 STATE LINE RD. STE. 200 (816) 361-0440
MO AUTH. NO.: E-2013011603 | LS-2019543127

LEGAL DESCRIPTION

LOT 2, HARRISON HILLS REPLAT 7, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

OWNER/ APPLICANT

STRECK, LLC

ENGINEER

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

ZONING

EXISTING: I-1 PUD
PROPOSED: I-1 (LIGHT INDUSTRIAL)

LOTS 1 THROUGH 7 - 25.481 ACRES
OUTLOT A - 1.555 ACRES
TOTAL AREA - 27.036 ACRES

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

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

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

CONTROL NOTE

- HORIZONTAL DATUM IS BASED ON THE SARPY COUNTY LOW DISTORTION COORDINATE SYSTEM.
- VERTICAL DATUM IS BASED ON NAVD88 (GEOID-12A).

PRELIMINARY PLAT

HARRISON HILLS REPLAT 8
LA VISTA, SARPY COUNTY, NEBRASKA

811

Know what's below.
Call before you dig.

REVISIONS

DESIGNER / DRAFTER
JOHN HOWELL / RACHEL RENNECKER

DATE
3/20/2026

PROJECT NUMBER
0118087.10

BOOK AND PAGE

SHEET
1 OF 1

L:\Projects\0118087 - Streets - LA VISTA\SARPY\Drawings\0118087-RR-8.dwg, 4/7/2026 11:26:57 AM, BRIDSON, KELLER, LAMP, RYNEARSON

LOCATED IN:
 NW 1/4, NW 1/4, SEC. 17-14-12
 NE 1/4, NW 1/4, SEC. 17-14-12
 SW 1/4, NW 1/4, SEC. 17-14-12
 SE 1/4, NW 1/4, SEC. 17-14-12

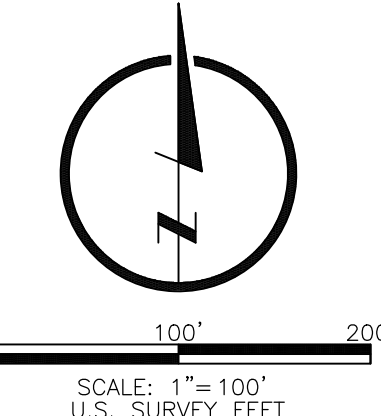
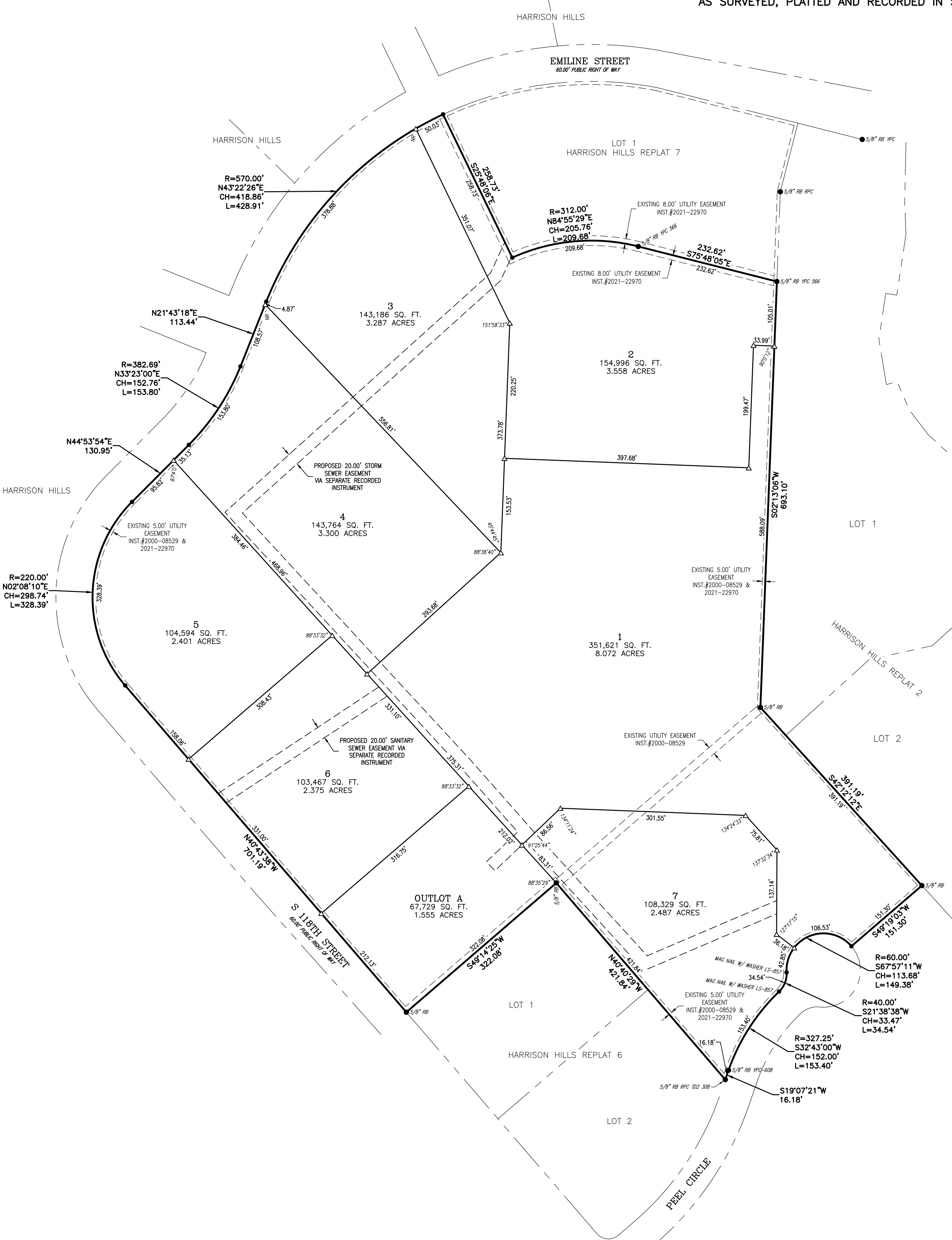
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LAMPRYNEARSON.COM

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- NOTES**
- ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
 - ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
 - ALL ANGLES ARE 90° UNLESS NOTED.
 - ALL LOT LINES ON CURVED STREETS ARE RADIAL UNLESS OTHERWISE NOTED (NR).
 - OUTLOT A IS FOR A STORM WATER BASIN.
 - ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.
 - ALL PROPOSED EASEMENTS WILL BE RECORDED VIA SEPARATE RECORDED INSTRUMENTS.
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 - HORIZONTAL DATUM IS BASED ON THE SARPY COUNTY LOW DISTORTION COORDINATE SYSTEM.

ACCEPTANCE BY LA VISTA CITY COUNCIL

THIS PLAT OF HARRISON HILLS REPLAT 8, LOTS 1 THROUGH 7, INCLUSIVE AND OUTLOT A, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ON THIS _____ DAY OF _____, 20____, IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

MAYOR _____

ATTEST CITY CLERK _____

APPROVAL OF CITY OF LA VISTA PLANNING COMMISSION

THIS PLAT OF HARRISON HILLS REPLAT 8, LOTS 1 THROUGH 7, INCLUSIVE AND OUTLOT A, WAS APPROVED BY THE LA VISTA CITY PLANNING COMMISSION THIS _____ DAY OF _____, 20____.

CHAIRPERSON, LA VISTA PLANNING COMMISSION _____

COUNTY TREASURER'S CERTIFICATE

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

COUNTY TREASURER _____ DATE _____

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF HARRISON HILLS REPLAT 8, LOTS 1 THROUGH 7, INCLUSIVE AND OUTLOT A, WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS _____ DAY OF _____, 20____.

SARPY COUNTY SURVEYOR/ENGINEER _____

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAND SURVEYOR'S REGULATION ACT THAT THIS PLAT, MAP, SURVEY OR REPORT WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT IT WAS PERFORMED IN ACCORDANCE WITH THE LAND SURVEYOR'S REGULATION ACT IN EFFECT AT THE TIME OF THE SURVEY AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE AND CORRECT AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON THE BOUNDARY ON THE PLAT AND THAT PERMANENT MONUMENTS (5/8" REBAR W/ 1 1/4" YELLOW PLASTIC CAPS STAMPED PLS-857) WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS HARRISON HILLS REPLAT 8, LOTS 1 THROUGH 7, INCLUSIVE AND OUTLOT A, BEING A REPLATTING OF LOT 2, HARRISON HILLS REPLAT 7, SARPY COUNTY, NEBRASKA.

CONTAINS 27.036 ACRES.

JOHN S. HOWELL, P.L.S. 857

DATE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, STRECK, LLC, OWNERS, AND MORTGAGEES OF THE PROPERTY DESCRIBED IN THE CERTIFICATION OF SURVEY AND EMBRACED WITHIN THE PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS HARRISON HILLS REPLAT 8, LOTS 1 THROUGH 7, INCLUSIVE AND OUTLOT A, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THE PLAT, AND WE DO HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE STREETS, AVENUES AND CIRCLES, AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT, WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, GUEST COMMUNICATIONS AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERRECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM, AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE-FOOT (5') WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN EIGHT-FOOT (8') WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN-FOOT (16') WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREBY DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE-DESCRIBED ADDITION, SAID SIXTEEN-FOOT (16') WIDE EASEMENT WILL BE REDUCED TO AN EIGHT-FOOT (8') WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

FOR WATER AND GAS PERPETUAL EASEMENTS SHALL BE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, AND ANY NATURAL GAS PROVIDER, AND THEIR SUCCESSORS AND ASSIGNS, TO ERRECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL STREET FRONTAGES OF ALL LOTS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

STRECK, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNER

PRINTED NAME _____ SIGNATURE _____

PRINTED TITLE _____

PRINTED NAME _____ SIGNATURE _____

PRINTED TITLE _____

ACKNOWLEDGEMENT OF NOTARIES

STATE OF NEBRASKA)
) SS
 COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____.

BY _____ OF _____ (PRINTED NAME) (PRINTED TITLE)

STRECK, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY.

SIGNATURE OF NOTARY PUBLIC _____

STATE OF NEBRASKA)
) SS
 COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____.

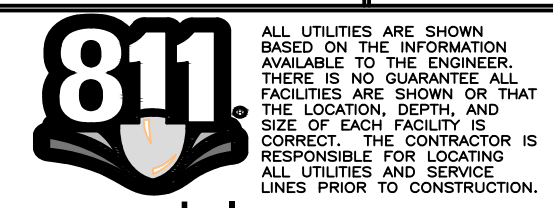
BY _____ OF _____ (PRINTED NAME) (PRINTED TITLE)

ON BEHALF OF SAID BANK.

SIGNATURE OF NOTARY PUBLIC _____

FINAL
PLAT

HARRISON HILLS REPLAT 8
LA VISTA, SARPY COUNTY, NEBRASKA



Know what's below.
Call before you dig.

REVISIONS

DESIGNER / DRAFTER
JOHN HOWELL / RACHEL RENNECKER
 DATE
3/20/2026
 PROJECT NUMBER
0118087.10
 BOOK AND PAGE

SHEET
1 OF 1

HARRISON HILLS REPLAT 8 (STRECK)

DRAFT TRAFFIC STUDY

Project No. 018087.03-119

Date: MAY 2026

Introduction:

Lamp Rynearson was contacted to provide supplementary engineering services for the addition of approximately 198,600 square-foot of general light industrial buildings to the Streck Development. This development is located south of Harrison Street between 118th Street/Harry Anderson Boulevard and 116th Street in La Vista, Nebraska. The purpose of this updated study is to provide traffic analysis and the resulting impacts of the addition of the light industrial buildings in the Streck Development.

A previous Traffic Impact Study (TIS) for the Streck Development was completed by Lamp Rynearson that was reviewed by the City of La Vista. The original TIS, completed in October of 2019, focused on the office portion of the proposed Streck Development. An addendum to the original study was also completed in December 2020. The previous addendum involved the addition of an apartment complex. This current addendum compliments the previous study and addendum and provides analysis for the addition of the new industrial buildings. The overall study approach and concepts from the previous TIS were carried through into this traffic addendum. The site location is shown in Figure 1 and the current site plan included in Figure 2.

The goal of this traffic analysis was to estimate the level of service and queue lengths at the proposed access points. The methodology for the traffic analysis and the overall findings are included and summarized in this traffic memo.

Data Collection:

The background traffic volumes were taken from the previously completed addendum which included the addition of apartments to the site. In the previous study, traffic counts were conducted along Harrison Street at the intersections of 118th Street/Harry Anderson Boulevard and 115th Street/116th Street in July 2019. These counts were completed in the morning and afternoon to collect traffic volumes for the AM and PM peak hour. The peak hour was found to occur from 4:30 pm to 5:30 pm. This time is referred to as the PM peak hour. There was also an AM peak hour observed from 7:15 am to 8:15 am. These two peak hours are the same as those used in the previous TIS.

In the earlier TIS, future year volumes were based off of future traffic projections obtained from MAPA. The proposed growth rate was then calculated based off of the background traffic and the MAPA traffic volumes. The same growth rate of 1.1 percent that was used in the previous TIS was used for this addendum. The existing background volume figures also include the gas station trip distribution volumes, the apartment volumes and the proposed Streck Development trip distributions volumes. The growth rate was only applied to the existing volumes and not to the site-specific volumes and should be similar to the volumes shown in the original TIS build-out volumes. Background volumes for both the AM and PM peak hours for the year 2026, 2030, and 2040 are included in Figures 4-9.

Trip Generation:

A trip generation table was completed to estimate the number of trips generated by the additional industrial buildings. The vehicle trips generated by the proposed development were estimated using standard trip generation rates, as published in the ITE *Trip Generation Manual*, 12th Edition, 2025. When possible, the formulas for trip generation estimates were used instead of average rates. A detailed breakdown of the trip generation rates is shown in Table 1 for the daily AM and PM peak hour. Similar to the previous TIS, the vehicle trips estimated by the trip generation process were directionally distributed onto the roadway network using directional percentages calculated from the existing travel patterns found from the background traffic volumes collected in the traffic counts.

Traffic patterns entering the development at each location were determined based on the location of the industrial buildings within the development along with the traffic using the adjacent roadway network. The AM and PM peak hour trip distributions can be found in Figures 10 and 11. These site generated trips are then added to the 2026, 2030 and 2040 background traffic volumes to estimate the build out volumes for the AM and PM peak hour for the industrial buildings. Figure 12 and Figure 13 show the 2026 build-out volumes. The 2030 build-out volumes are shown in Figures 14 and 15 while the 2040 build-out volumes can be found in Figures 16 and 17.

Traffic Analysis:

An analysis of all the intersections capacity performance was performed using Synchro 11.0. Synchro is a macroscopic traffic software program that replicates the intersections capacity analysis. Macroscopic level models represent traffic in terms of aggregate measures for each movement at the intersections. Equations are used to determine measures of effectiveness such as delay and queue length. Effect of queues was observed with SimTraffic simulation.

While observations of traffic volumes provide an understanding of the general nature of traffic in the area, they are insufficient to indicate either the ability of the street network to carry additional traffic or the quality of service provided by the street facilities. For this reason, the concept of level of service (LOS) has been developed to correlate numerical traffic-volume data to subjective descriptions of traffic performance at intersections. Each lane of traffic has delay associated with it and therefore a correlating LOS. The overall LOS of a signalized intersection is made up of the weighted average delay for each lane of traffic for all of the approaches.

LOS is a measure of effectiveness for intersection operating conditions and is based on delay experience by vehicles passing through the intersection. LOS ranges from “A” to “F”, with LOS “A” representing little or no delay, and LOS “F” representing extreme delay. LOS “C” or better is considered desirable, LOS “D” being acceptable in some urban situations. The qualitative definition of each category can be found in the appendix. The following Table 2 shows the intersection LOS Criteria for both signalized and unsignalized intersections. (HCM 2016):

Table 2 – Intersection LOS Criteria

LEVEL OF SERVICE	Signalized Control Delay Range	Unsignalized Control Delay Range
A	≤ 10 seconds	≤10 seconds
B	>10 and ≤ 20 seconds	>10 and ≤ 15 seconds
C	>20 and ≤ 35 seconds	>15 and ≤ 25 seconds
D	>35 and ≤ 55 seconds	>25 and ≤ 35 seconds
E	>55 and ≤ 80 seconds	>35 and ≤ 50 seconds
F	>80 seconds	>50 seconds

The AM and PM weekday peak performance analysis of background traffic with existing conditions, no roadway improvements, was performed for all of the intersections in the study area for all of the background scenarios. No improvements to the roadway were assumed for the year 2026, 2030, or year 2040 full build-out scenarios as well. The build out scenarios include the traffic anticipated to be generated from the site at all of the entrances. The Synchro outputs are included in the appendix of this study. The results of the traffic analysis are summarized below:

2026, 2030 and 2040 Background Scenarios

All of the background scenarios operate similar to the build-out scenarios from the previous study. The longest queue length occurs on the southbound leg of the intersection of Harrison Street and 118th Street/Harry Anderson Boulevard. The 95th percentile queue is anticipated to be 605 feet in the 2040 background scenario, which is the same as the previous addendum. In all of the background scenarios, the eastbound left turning movement at the intersection of Harrison Street and 118th Street/Harry Anderson Boulevard is anticipated to operate at a LOS of F in the PM peak hour. This could be improved with a permissive/protected phase for both left turning movements along Harrison Street. At the intersection of Harrison Street and 115th Street/116th Street, several of the minor leg movements are anticipated to operate at a LOS of F in both the AM and PM peak hour, however, this is not uncommon for minor legs of an unsignalized intersection. The LOS for the 2026 background scenario is included in Figure 18 and the queue length is shown in Figure 24. The LOS for the 2030 background scenario is shown in Figure 19 and the queues are shown in Figure 25. Figure 20 shows the 2040 background LOS and Figure 26 shows the 2040 background queue lengths.

2026 Full Build-out Scenario

This scenario is anticipated to operate at a very similar level of service as the 2026 background scenario. The overall intersection of 118th Street/Harry Anderson Boulevard and Harrison Street is anticipated to operate at a LOS of B in the AM peak hour and a LOS of C in the PM peak hour. All of the individual movements are anticipated to operate at a LOS of D or better with the exception of the eastbound left turning movement. This would be improved with the addition of an eastbound permissive/protected phase, which

is the same as the original traffic study. The individual movements at the intersection of Harrison Street and 115th Street/116th Street are anticipated to have a similar performance and queue as the background scenario. All of the queue lengths are predicted to be the same as the background scenario. The LOS for the 2026 full build-out scenario is included in Figure 21 and the queue lengths are shown in Figure 27.

2030 Full Build-out Scenario

Just like the 2026 scenario, all of the intersections in the 2030 build-out scenario are anticipated to operate very similar to the 2030 background scenario. There are only a few individual movements that show an increase in queue length and most of the increases are only predicted to be increased by 5 feet. The only change to the level of service at the individual movements is the eastbound through movement which is anticipated to decrease from a LOS of B to a LOS of C in the PM peak hour. There are not anticipated to be any other changes to the level of service from the background scenario. The 2030 build-out level of service is included in Figure 22. The 2030 build-out queue lengths are shown in Figure 28.

2040 Full Build-out Scenario

In this scenario, the overall intersection of Harrison Street and 118th Street/Harry Anderson Boulevard is anticipated to operate at a LOS of B in the AM peak hour and a LOS of D in the PM peak hour. Similar to the original study, the eastbound left turning movement at this intersection is still anticipated to operate at a LOS of F in the PM peak hour but would be improved with the addition of a permissive/protected phase. Similar to the previous scenarios, along with the previous TIS, several individual movements on the minor legs at the intersection of Harrison Street and 115th Street/116th Street are anticipated to operate at a LOS of F in the AM and PM peak hours. This would only be for a small amount of time in the peak hours and is not uncommon to see along the minor legs. The 2040 full build-out LOS is shown in Figure 23. The queue lengths for the 2040 full build-out scenario are shown in Figure 29.

Traffic Signal Warrant

The intersection of Harrison Street and 115th Street/116th Street was checked to see if it was above the threshold for a traffic signal. According to the Manual on Uniform Traffic Control Devices Warrant 2 (Four-Hour Vehicular Volume), the addition of the industrial traffic does not put the intersection over the threshold for a traffic signal. Only two hours out of the four hours are anticipated to have a traffic volume over the 80 vehicles per hour threshold. The traffic signal warrant graph is included in the appendix.

Conclusions:

- The changes from the original addendum consist of the addition of light industrial buildings that are anticipated to be built by the year 2030.
- This site is anticipated to generate a total of 95 trips in the AM peak hour and 97 trips in the PM peak hour.
- Similar to the previous studies and addendums, a growth rate of 1.1 percent from the previous study was used in this addendum.
- The proposed industrial complex does not significantly affect the queue lengths or level of service of any of the analyzed intersections and are expected to operate similar to the previous TIS.
- Similar to the previous TIS, traffic signal warrants were checked for the intersection of Harrison Street and 115th Street/116th Street. Warrant 2 (Four-Hour Vehicular Volume) in the Manual of Uniform Traffic Control Devices was used and the intersection is not anticipated to be above the threshold for a traffic signal based on the traffic volumes along the minor legs. As shown in the attached graphs, only one hour out of the four hours are anticipated to have a traffic volume over the 80 vehicles per hour threshold.

EXHIBITS TO TRAFFIC STUDY
AVAILABLE UPON REQUEST
THROUGH THE CITY CLERK'S OFFICE



March 17, 2026

Caleb Snyder
Lamp Rynearson
14710 W Dodge Rd
Omaha, NE 681542

RE: Planned Unit Development Amendment and Replat – Initial Review Letter
Lot 2 Harrison Hills Replat 7

Mr. Snyder,

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

PUD Amendment

1. General Comment – As the PUD Amendment is for a reduction in the PUD area, the PUD Site Plan should focus more on the new extents of the PUD area, not so much the new development area. While it is still good to show the Planning Commission and City Council potential layouts on the new lots, the site plans should be at a lighter pen weight. Whereas the existing development on Lot 1 should have a heavier pen weight with the heaviest line outlining the new extents of the PUD overlay.
2. Section 5.15.03 – The zoning listed on the PUD Site Plan needs to be corrected stated:

Lot 1: I-1 PUD / Gateway Corridor District (Overlay District)

Lot 2-7: I-1 PUD / Gateway Corridor District (Overlay District) to I-1 Gateway Corridor District (Overlay District)

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

The Site Regulators table should only include Lot 1, Harrison Hills Replat 8, as that is the new extent of the PUD area.

The spelling of "REPLAT" in the box above the Site Regulator Table needs to be corrected.

3. Section 5.15.04.01 - Development fees paid at the time of the building permit are subject to the fee schedule at the time the application is submitted.
4. Section 5.15.04.04 - Existing residential development has created pedestrian demand for access to the trail system located west of 118th Street. The existing PUD site plan for these properties shows a sidewalk along the entire S. 118th Street frontage. The increase in pedestrian traffic, in addition to the removal of the properties from the existing PUD and the subsequent loss of sidewalks along S. 118th Street, will require construction of a trailhead connection just south of Lot 2 Harrison Hills to the West Papi Trail at the applicant's expense. Please provide a schematic design and cost estimate for the construction of this trail connection, in addition to a proposed timeline for the construction of the connection, for use in a development/subdivision agreement that will be required to be executed and recorded along with the final plat. Financial assurances will also be required in relation to the required connection.
5. Section 5.15.04.08 - The Off Street Parking Requirements table and the Accessible Parking Requirements table should only include Lot 1, Harrison Hills Replat 8, as that is the new extent of the PUD area. Upon reduction of the area of the PUD overlay, parking stall counts for the buildout of Lots 2-7 will be reviewed at the time of building permit submittal.
6. Section 5.15.04.09 - Please update the PUD Landscaping Plan to reflect the scope of the PUD Amendment. The landscaping plan should include the plantings depicted in the approval of the original development and the 2024 addition (enclosed).
7. Section 5.15.04.11 - A table, drawing and/or calculation of net developable area for the properties to remain within the PUD needs to be included to ensure this requirement for maximum building coverage is met.
8. Section 5.15.04.18-22 - Separate design review processes will be required for each site within the Gateway Corridor Overlay at the time of development for the properties involved. Building and site/landscaping design for each phase will be reviewed in relation to each specific building/addition.
9. Section 5.15.05.02.2 - Please ensure that the size and height of the structure on Lot 1 are included in the PUD submittal.

10. Section 5.15.05.04 – Conveyance of sanitary sewer and stormwater are unclear. Please delineate each conveyance system for Lot 1 Harrison Hills Replat 7 and proposed Lot 1 Harrison Hills Replat 8.
11. General Comment: Please be aware that all stormwater and sanitary conveyance systems that cross lot lines will need to be placed into easements.
12. Section 5.15.05.08 – Please be aware that changes to the maintenance agreement will be required for the purpose of designating responsibility of the shared stormwater BMP.

Replat

1. Section 3.02.02 – The subdivider shall be responsible for conformance with the provisions of subdivision ordinance as well as with the Comprehensive Development Plan and Zoning Ordinance.
2. Section 3.03.07 – Please include the locations of all culverts, present structures and features, all utilities, and their sizes, as well as flow lines and elevations for existing sanitary and storm sewers.
3. Section 3.03.10 – Please include the location of all easements and all proposed improvements including sanitary sewers, water mains, stormwater drainage, and any other improvements required, if applicable.
4. Section 3.03.19 – Confirm no additional traffic impacts and/or requirements for public improvements are required, as recommended in the original traffic impact analysis (TIA). An update to the original TIA may be required.
5. Section 3.03.20.1 – Please provide a sanitary sewer plan and/or provide details as how sanitary flows are to be conveyed for the existing lots.
6. Section 3.05.14 – Please update the block for the approval of the City Council to reflect the guidelines set forth in Section 10.04 of the La Vista Subdivision Regulations.
7. Section 3.05.16 – Please provide a 5" x 2 ½" space in the upper right-hand corner to allow for the placement of a recording "sticker" For County Register of Deeds.
8. Section 3.05.18 – Please ensure the title block for approval by the lending institution, if applicable, is consistent with La Vista's Subdivision Regulations.
9. Section 3.05.20 – Please provide a digital copy of any private restrictions or covenants affecting the subdivision, if applicable.

10. Please address and correct the comments and revisions to the final plat shared directly with John Howell via e-mail by the Sarpy County Surveyor on March 3, 2026. (Copy enclosed)

11. Please incorporate and address the following comments from Omaha Public Power District regarding your proposed plat:

a. Please indicate the following OPPD standard dedicated language on final plat for electrical backbone of Lots 1-7:

Know all men by these presents that we, _____, owners of the property described in the Certification of Survey and embraced within the plat, have caused said land to be subdivided into lots and streets to be numbered and named as shown, said subdivision to be hereafter known as (lots numbered as shown), and we do hereby ratify and approve of the disposition of our property as shown on the plat, and we do hereby dedicate to the public for public use the streets, avenues and circles, and we do hereby grant easements as shown on this plat, we do further grant a perpetual easement to the Omaha Public Power District, Qwest Communications and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five-foot (5') wide strip of land abutting all front and side boundary lot lines; an eight-foot (8') wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen-foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. Said sixteen-foot (16') wide easement will be reduced to an eight-foot (8') wide strip when the adjacent land is surveyed, platted and recorded. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

b. Contact OPPD Utility Coordination on electrical backbone needs prior to submitting building permits for timeline of installation.

c. Upon coordination with OPPD UC's, any facilities, such as switch gears, outside dedicated easement may require separate ROW easement(s) from owner.

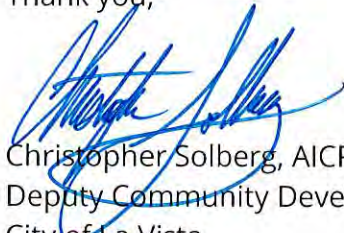
General

1. Approval for reduction in the PUD overlay area will be made contingent upon the approval and recording of the replat to adjust the property lines.
2. Development of proposed Lot 2 Harrison Hills Replat 8 will require construction and installation of a fence and landscaping screening to provide a sufficient buffer from the proposed industrial development to the existing residential development to the north and to the east.

Please resubmit revised electronic copies of the PUD submittal documents 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.

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

Thank you,



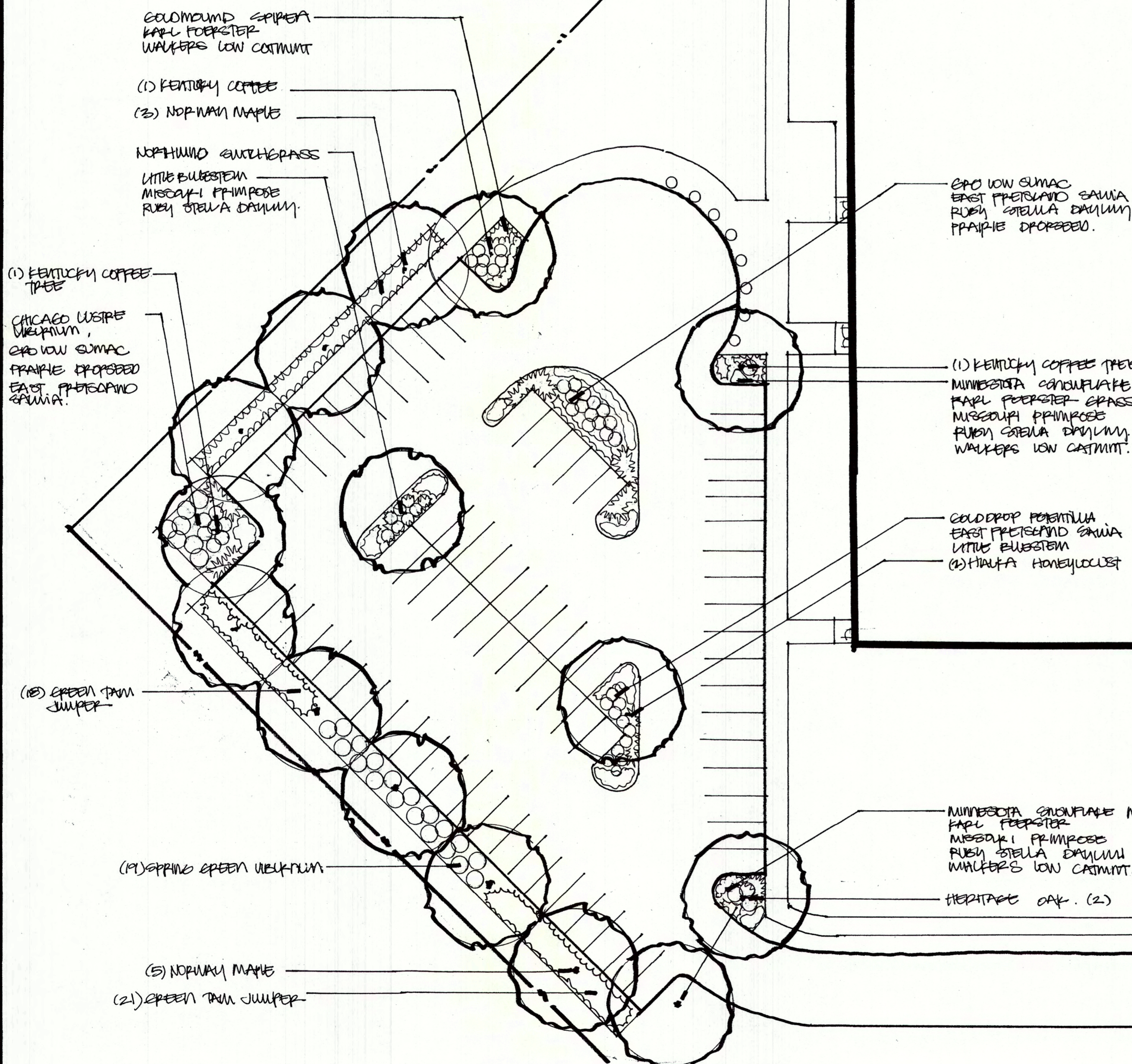
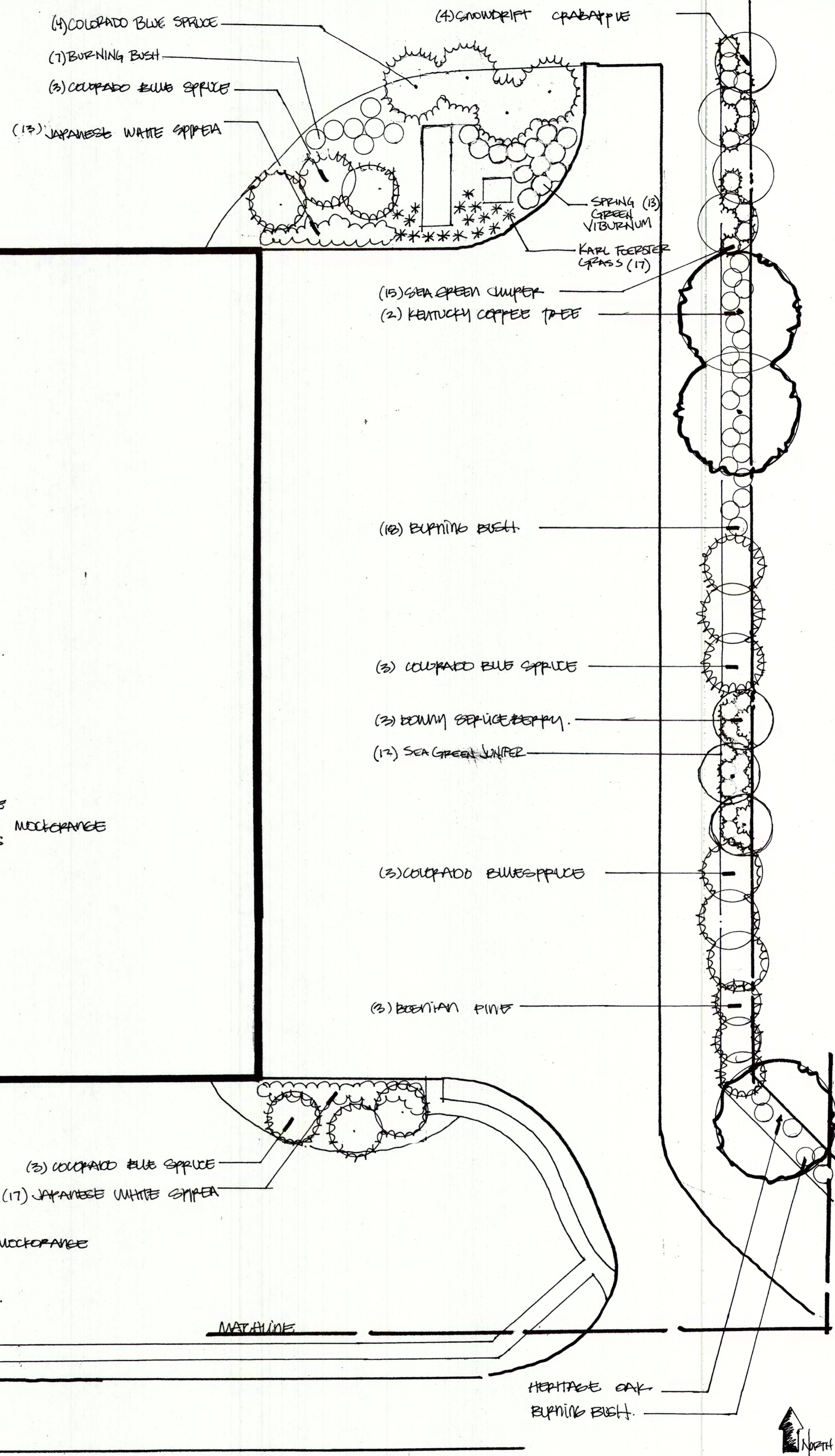
Christopher Solberg, AICP
Deputy Community Development Director
City of La Vista
csolberg@cityoflavista.org
(402) 917-3855

cc:

Curtis Akey, Streck Inc.
Bruce Fountain, Community Development Director – City of La Vista
Cale Brodersen, Senior Planner – City of La Vista
Pat Dowse, City Engineer – City of La Vista

Enclosures

COMMON NAME	BOTANICAL NAME	SIZE	METHOD	HEIGHT	WIDTH
Colorado Blue Spruce	<i>Picea pungens</i>	6'	B&B	30-50	20-30
Bosnian Pine	<i>Pinus leucodermis</i>	6'	B&B	30-50	20-30
Heritage Oak	<i>Quercus x macdanielii 'Clemons'</i>	2 1/2"	B&B	30-50	20-30
Halka Honeylocust	<i>Gleditsia triacanthos 'Christie'</i>	2 1/2"	B&B	30-50	20-30
Norway Maple	<i>Acer platanoides</i>	2 1/2"	B&B	30-50	20-30
Kentucky Coffee Tree	<i>Gymnocladus dioica</i>	2 1/2"	B&B	30-50	20-30
Burgundy Bell Red Maple	<i>Acer rubrum 'Magnificent Mgenta'</i>	2 1/2"	B&B	30-50	20-30
Prairie Pride Hackberry	<i>Celtis occidentalis</i>	2 1/2"	B&B	30-50	20-30
Downy Serviceberry	<i>Amelanchier canadensis</i>	2 1/2"	B&B	15-25	15-25
Snowdrift Crabapple	<i>Malus 'Snowdrift'</i>	2 1/2"	B&B	15-25	15-25
Prairie Fire Crabapple	<i>Malus 'Prairiefire'</i>	2 1/2"	B&B	15-25	15-25
Chicago Lustre Viburnum	<i>Viburnum dentatum 'Synnestevedt'</i>	5 Gallon	Potted	6'-8'	6'-8'
Dwarf Burning Bush	<i>Buonymus alatus 'Compactus'</i>	5 Gallon	Potted	5'-6'	4'-6'
Minnesota Snowflake Mockorange	<i>Philadelphus x virginialis 'Dwarf Snowflake'</i>	5 Gallon	Potted	3'-4'	3'-4'
Green Tam Juniper	<i>Juniperus sabina var. tamariscifolia</i>	5 Gallon	Potted	1'-2'	4'-6'
Spring Green Viburnum	<i>Viburnum trilobum</i>	5 Gallon	Potted	4'-6'	4'-6'
Gr Low Sumac	<i>Rhus aromatica</i>	5 Gallon	Potted	2'-3'	4'-6'
Japanese White Spirea	<i>Spiraea albiflora</i>	2 Gallon	Potted	2'-4'	2'-4'
Goldmound Spirea	<i>Spiraea japonica</i>	2 Gallon	Potted	3'-4'	3'-4'
Karl Foerster Grass	<i>Calamagrostis acutiflora</i>	1 Gallon	Potted	1'-2'	4'-5'
Northwind Switchgrass	<i>Panicum virgatum 'Northwind'</i>	1 Gallon	Potted	1'-2'	5'-6'
Prairie Dropseed	<i>Sporobolus heterolepis</i>	1 Gallon	Potted	1'-2'	1'-2'
Little Bluestem	<i>Schizachyrium scoparium 'Munbluea'</i>	1 Gallon	Potted	1'-2'	2'-3'
Bluestem Grass	<i>Schizachyrium scoparium</i>	1 Gallon	Potted	1'-2'	3'-4'
East Friesland Salvia	<i>Salvia 'East Friesland'</i>	1 Gallon	Potted	1'-2'	1'-2'
Ruby Stella Daylily	<i>Emerocallis 'Ruby Stella'</i>	1 Gallon	Potted	1'-2'	1'-2'
Missouri Primrose	<i>Oenothera fremontii</i>	1 Gallon	Potted	1'-2'	1'-2'
Walker's Low Catmint	<i>Nepeta x faassenii 'Walker's Low'</i>	1 Gallon	Potted	1'-2'	1'-2'



Designed for: **STRECK**

Address: 192nd & WEST CENTER ROAD, OMAHA NEBRASKA 68130

Telephone: (402) 289-4103

Fax: FAX 289-2080

Job site: _____

Scale: 1" = 20'

Comments: _____

Designed by: _____

Date: _____

www.lanohanurseries.com

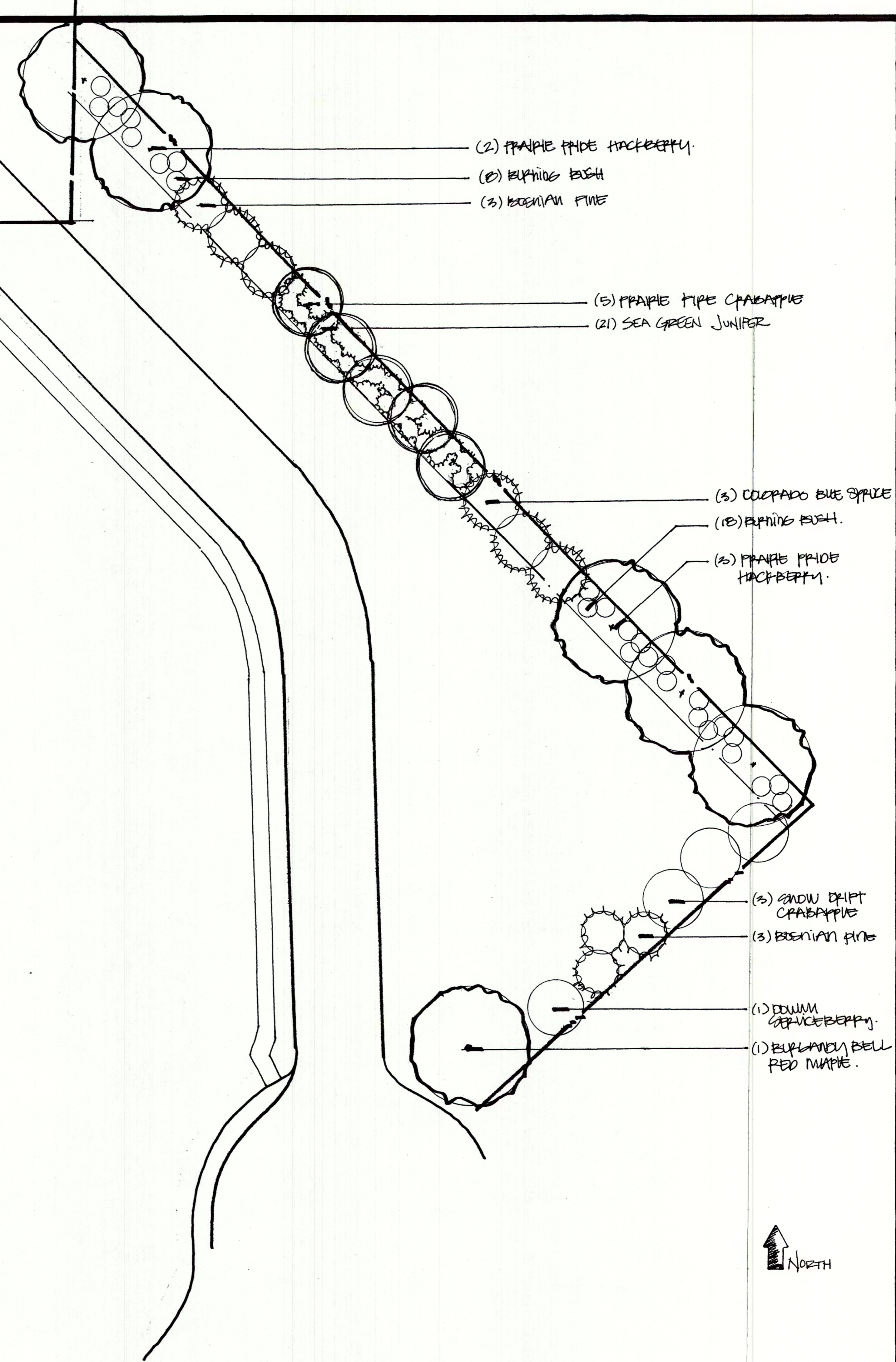
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Lanoha NURSERIES

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COMMON NAME	BOTANICAL NAME	SIZE	METHOD	HEIGHT	WIDTH
Colorado Blue Spruce	<i>Picea pungens</i>	6'	B&B	30-50	20-30
Bosnian Pine	<i>Pinus leucodermis</i>	6'	B&B	30-50	20-30
Heritage Oak	<i>Quercus x macdanielii</i> 'Clemons'	2 1/2"	B&B	30-50	20-30
Halka Honeylocust	<i>Gleditsia triacanthos</i> 'Christie'	2 1/2"	B&B	30-50	20-30
Norway Maple	<i>Acer platanoides</i>	2 1/2"	B&B	30-50	20-30
Kentucky Coffee Tree	<i>Gymnocladus dioica</i>	2 1/2"	B&B	30-50	20-30
Burgundy Bell Red Maple	<i>Acer rubrum</i> 'Magnificent Mgenta'	2 1/2"	B&B	30-50	20-30
Prairie Pride Hackberry	<i>Celtis occidentalis</i>	2 1/2"	B&B	30-50	20-30
Downy Serviceberry	<i>Amelanchier canadensis</i>	2 1/2"	B&B	15-25	15-25
Snowdrift Crabapple	<i>Malus 'Snowdrift'</i>	2 1/2"	B&B	15-25	15-25
Prairie Fire Crabapple	<i>Malus 'Prairiefire'</i>	2 1/2"	B&B	15-25	15-25
Chicago Lustre Viburnum	<i>Viburnum dentatum</i> 'Synnstedt'	5 Gallon	Potted	6'-8'	4'-6'
Dwarf Burning Bush	<i>Euonymus alatus</i> 'Compactus'	5 Gallon	Potted	5'-6'	4'-6'
Minnesota Snowflake Mockorange	<i>Philadelphus x virginialis</i> 'Dwarf Snowflake'	5 Gallon	Potted	3'-4'	3'-4'
Green Tam Juniper	<i>Juniperus sabina</i> var. <i>tamariscifolia</i>	5 Gallon	Potted	1'-2'	4'-6'
Spring Green Viburnum	<i>Viburnum trilobum</i>	5 Gallon	Potted	4'-6'	4'-6'
Oro Low Sumac	<i>Rhus aromatica</i>	5 Gallon	Potted	2'-3'	4'-6'
Japanese White Spirea	<i>Spiraea albiflora</i>	2 Gallon	Potted	2'-4'	2'-4'
Goldmound Spirea	<i>Spiraea japonica</i>	2 Gallon	Potted	3'-4'	3'-4'
Karl Foerster Grass	<i>Calamagrostis acutiflora</i>	1 Gallon	Potted	1'-2'	4'-5'
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Prairie Dropseed	<i>Sporobolus heterolepis</i>	1 Gallon	Potted	1'-2'	1'-2'
Little Bluestem	<i>Schizachyrium scoparium</i> 'MinibluetA'	1 Gallon	Potted	1'-2'	2'-3'
Bluestem Grass	<i>Schizachyrium scoparium</i>	1 Gallon	Potted	1'-2'	3'-4'
East Friesland Salvia	<i>Salvia 'East Friesland'</i>	1 Gallon	Potted	1'-2'	1'-2'
Ruby Stella Daylily	<i>Emerocallis 'Ruby Stella'</i>	1 Gallon	Potted	1'-2'	1'-2'
Missouri Primrose	<i>Oenothera fremontii</i>	1 Gallon	Potted	1'-2'	1'-2'
Walker's Low Catmint	<i>Nepeta x faassenii</i> 'Walker's Low'	1 Gallon	Potted	1'-2'	1'-2'

TEMPORARY SEEDING AREA
NON-IRRIGATED



Designed for: **STRECK**

Address: _____ Job site: _____

Telephone: _____ Date: _____

Scale: 1" = 20'

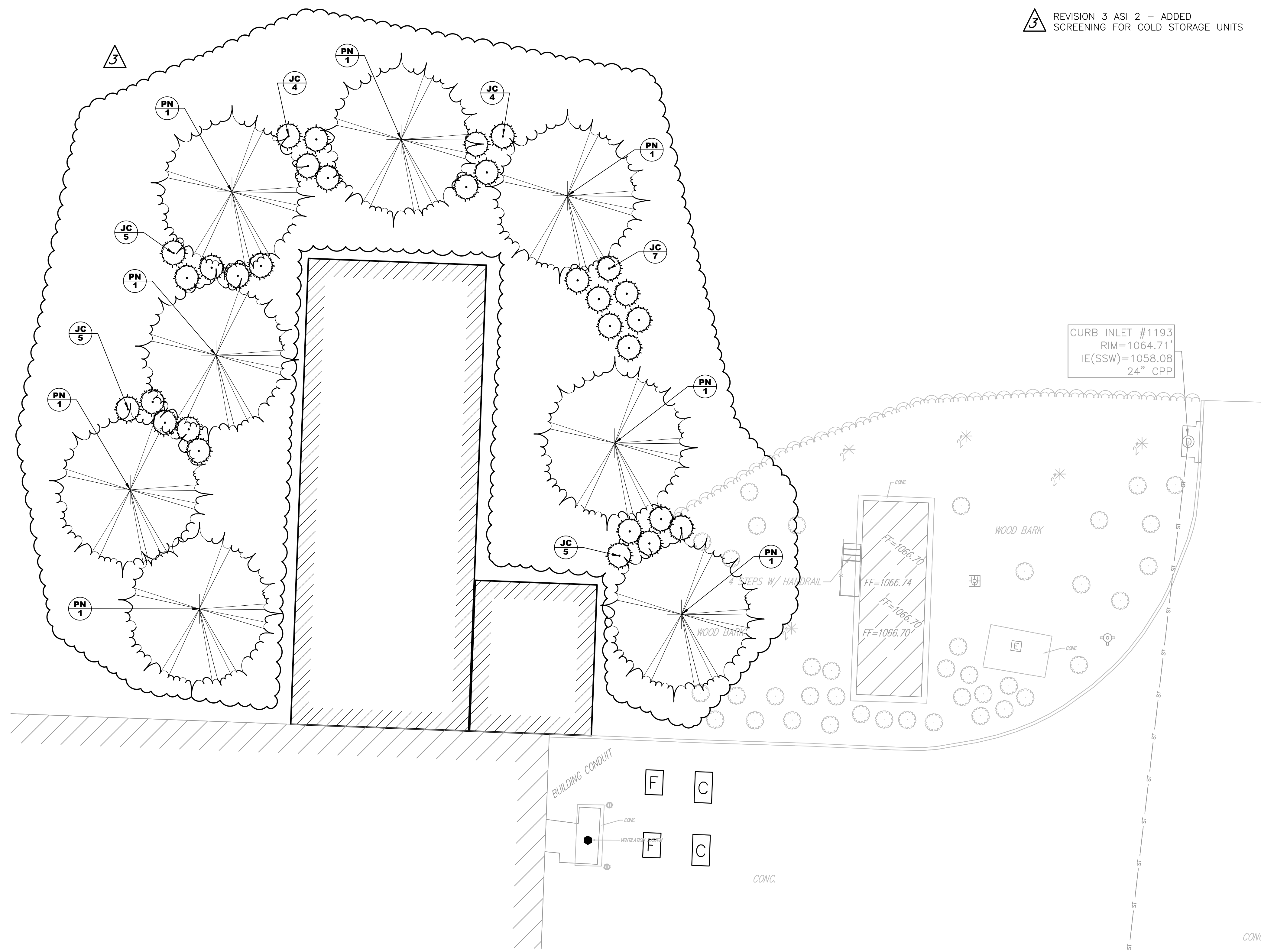
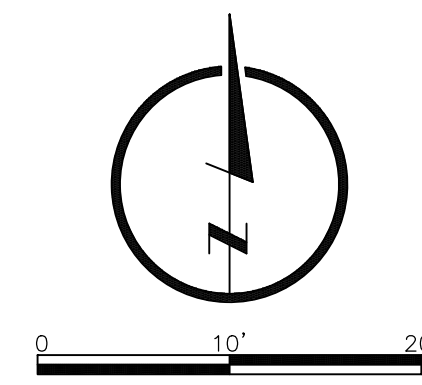
Comments: _____

192nd & WEST CENTER ROAD
OMAHA NEBRASKA 68130
(402) 289-4103 FAX 289-2080

Lanoha NURSERIES
Standard Of Living
Choose A Beautiful Standard Of Living

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www.lanohanurseries.com



PLANT SCHEDULE					
CODE	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
CONIFEROUS TREE					
JC	UNIBERUS CHINENSIS "SPARTAN"	SPARTAN JUNIPER	6'-8"	16'	5'
PN	PINUS NIGRA	AUSTRIAN PINE	6'-8"	40'-60"	20'-40"

LANDSCAPE KEYNOTES

1. CONSTRUCT EDGING BETWEEN LAWN ROCK PLANTER BED AREAS. EDGING SHALL BE "SURE-EDGE" BY SURE-LOC, 3/4" X 5/8" ALUMINUM, BLACK ANODIZED, WITH 18" DEPTH STAKES, OR APPROVED EQUAL. SEE WWW.SUREEDGING.COM FOR MORE INFORMATION.

GENERAL NOTES

1. CONTRACTOR TO VERIFY LOCATION OF ALL PROPOSED AND EXISTING VAULTS, ELECTRICAL DUCT BANKS, MANHOLES, CONDUIT AND PIPING, DRAINAGE STRUCTURES AND OTHER UTILITIES PRIOR TO COMMENCING WORK.
2. CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY PROPOSED LANDSCAPE IMPROVEMENTS WHEN CONFLICTS EXIST BETWEEN LANDSCAPE IMPROVEMENTS AND EXISTING OR PROPOSED UTILITIES OR SITE FEATURES SUCH AS WALKS, ROADS, BUILDINGS OR EXISTING TREES TO REMAIN.
3. VERIFY LOCATION OF ALL BUILDINGS, WALLS, ROADS AND CURBS AFFECTING LANDSCAPE SCOPE OF WORK WITH ARCHITECTS AND CONTRACTOR ENGINEER'S DRAWINGS.
4. ALL WORK PERFORMED WITHIN THE DRIP LINE OF TREES DESIGNATED "EXISTING TREES TO REMAIN" SHALL BE HAND LABOR.
5. REFERENCE TO NORTH REFERS TO TRUE NORTH, REFERENCE TO SCALE IS FOR FULL-SIZED DRAWINGS ONLY. DO NOT SCALE FROM REDUCED DRAWINGS.
6. DIMENSIONS TAKE PRECEDENCE OVER SCALES SHOWN ON DRAWINGS.
7. WHERE NOT SHOWN ON THE PLANTING PLANS, SEE CONTRACTOR ENGINEER'S AND ARCHITECT'S DRAWINGS FOR BUILDING FOUNDATIONS SETBACKS, BOUNDARIES, SUBSURFACE AND ABOVE GRADE UTILITIES.

PLANTING NOTES

1. INSTALL ALL TREES A MINIMUM OF FOUR (4) FEET FROM BACK OF CURB, EDGE OF WALL, OR PAVING.
2. THE LOCATION OF ALL TREES SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO FINAL INSTALLATION.
3. PLANT NAMES ARE ABBREVIATED ON THE DRAWINGS. SEE PLANT LIST FOR KEY AND CLASSIFICATION.
4. PLACE A LAYER OF TRIPLE SHREDDED HARDWOOD MULCH IN A CONSISTENT THICKNESS AS NOTED IN THE PLANTING DETAILS ON ALL PLANTING AREAS AT 2" MINIMUM AND 3" MAXIMUM DEPTH. SUBMIT SAMPLE TO LANDSCAPE ARCHITECT FOR APPROVAL. CHIPS OR BARK MULCH ARE NOT ALLOWED.
5. LOCATION OF ALL PLANTING IS DIAGRAMMATIC. DO NOT WILLFULLY LOCATE PLANTINGS WHERE CONFLICTS EXIST WITH UTILITIES OR THE BUILDING.
6. EXISTING AND IMPORTED SOIL FOR PLANTING AREAS SHALL BE FREE FROM CHEMICALS, CONSTRUCTION DEBRIS AND TRASH, ROCKS AND OTHER MATERIAL LARGER THAN ONE INCH IN DIAMETER.
7. APPLY GRANULAR PRE-EMERGENT WEED CONTROL TO AREAS TO RECEIVE SHRUBS, GROUNDCOVERS, AND NON-LAWN ORNAMENTAL PLANTING AFTER INCORPORATING SOIL AMENDMENTS. THE CONTRACTOR SHALL PLACE TRIPLE SHREDDED HARDWOOD MULCH AT ALL LANDSCAPED ISLANDS NOT RECEIVING SOIL.
8. PLANT QUANTITIES ARE SHOWN FOR THE CONVENIENCE TO THE CONTRACTOR. IF THERE ARE DISCREPANCIES BETWEEN THE PLAN AND NOTES, THE PLANS SHALL GOVERN.
9. ALL PLANTED AREAS TO BE AMENDED PER AN AGRICULTURAL/SOIL SUITABILITY TEST, PAID FOR BY OWNER. FOR BID PURPOSES CONTRACTOR SHALL ESTIMATE SPREADING SOIL AMENDMENT AT THE RATE OF 6 CUBIC YARDS PER 1,000 SQUARE FEET. TILL INTO THE TOP OF SOIL TO A MINIMUM DEPTH OF 6". RAKE TO A SMOOTH, EVEN SURFACE PER THE GRADING PLANS.

SCARIFIED AND CONDITIONED SOIL NOTES

1. ALL NON-PAVED AND NON-BUILDING DISTURBED AREAS SHALL BE SCARIFIED BY COMPLETELY BREAKING UP THE SOIL TO A MINIMUM DEPTH OF 12".
2. TILL AND CONDITION TOP 6" OF ALL AREAS TO RECEIVE LANDSCAPING. REFERENCE THE CONDITIONED SOILS MAP ON THIS SHEET FOR AREAS TO RECEIVE CONDITIONED SOILS.
3. USE AN ORGANIC COMPOST MEETING THE REQUIREMENTS SPECIFIED BELOW.
4. A THREE INCH DEEP LAYER OF COMPOST SHALL BE PLACED ON TOP OF ALL LANDSCAPE AREAS.
5. THE COMPOST SHALL BE TILLED INTO THE EXISTING SOIL TO A DEPTH OF SIX INCHES.

COMPOST NOTES

USE A COMPOST MEETING THE REQUIREMENTS OF THIS SECTION. MATERIAL SHALL BE WELL COMPOSTED, FREE OF WEED SEEDS AND STABILIZED WITH REGARD TO OXYGEN CONSUMPTION AND CARBON DIOXIDE GENERATION. COMPOST SHALL HAVE A MOISTURE CONTENT THAT HAS NO VISIBLE FREE WATER OR DUST PRODUCED WHEN HANDLING THE MATERIAL. ONE HUNDRED PERCENT OF THE MATERIAL MUST PASS THROUGH A HALF INCH SCREEN. MANUFACTURED INERT MATERIAL SHALL BE LESS THAN 1.0% BY WEIGHT.

	MIN	MAX
ORGANIC MATTER CONTENT	35%	65%
C/N RATIO		25:1
PH	6.0	8.0
BULK DENSITY (LBS/CF)	40	50

WARRANTY:

THE CONTRACTOR SHALL WARRANTY PLANT MATERIALS FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF SUBSTANTIAL COMPLETION, AGAINST DEFECTS INCLUDING DEATH AND UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM ABUSE OR DAMAGE BY OTHERS, OR UNUSUAL PHENOMENA OR INCIDENTS WHICH ARE BEYOND THE CONTROL OF THE CONTRACTOR. WARRANTY COVERS A MAXIMUM OF ONE REPLACEMENT PER ITEM.

CONTRACTOR QUALIFICATIONS

1. THE CONTRACTOR SHALL BE CERTIFIED AND HAVE AT LEAST 3 YEARS OF LANDSCAPING EXPERIENCE INSTALLING SIMILAR TYPES OF PROJECTS.

1 LANDSCAPE PLAN

AGENCY APPROVAL

No.	Description	Date
3	ASI 02	7/26/24



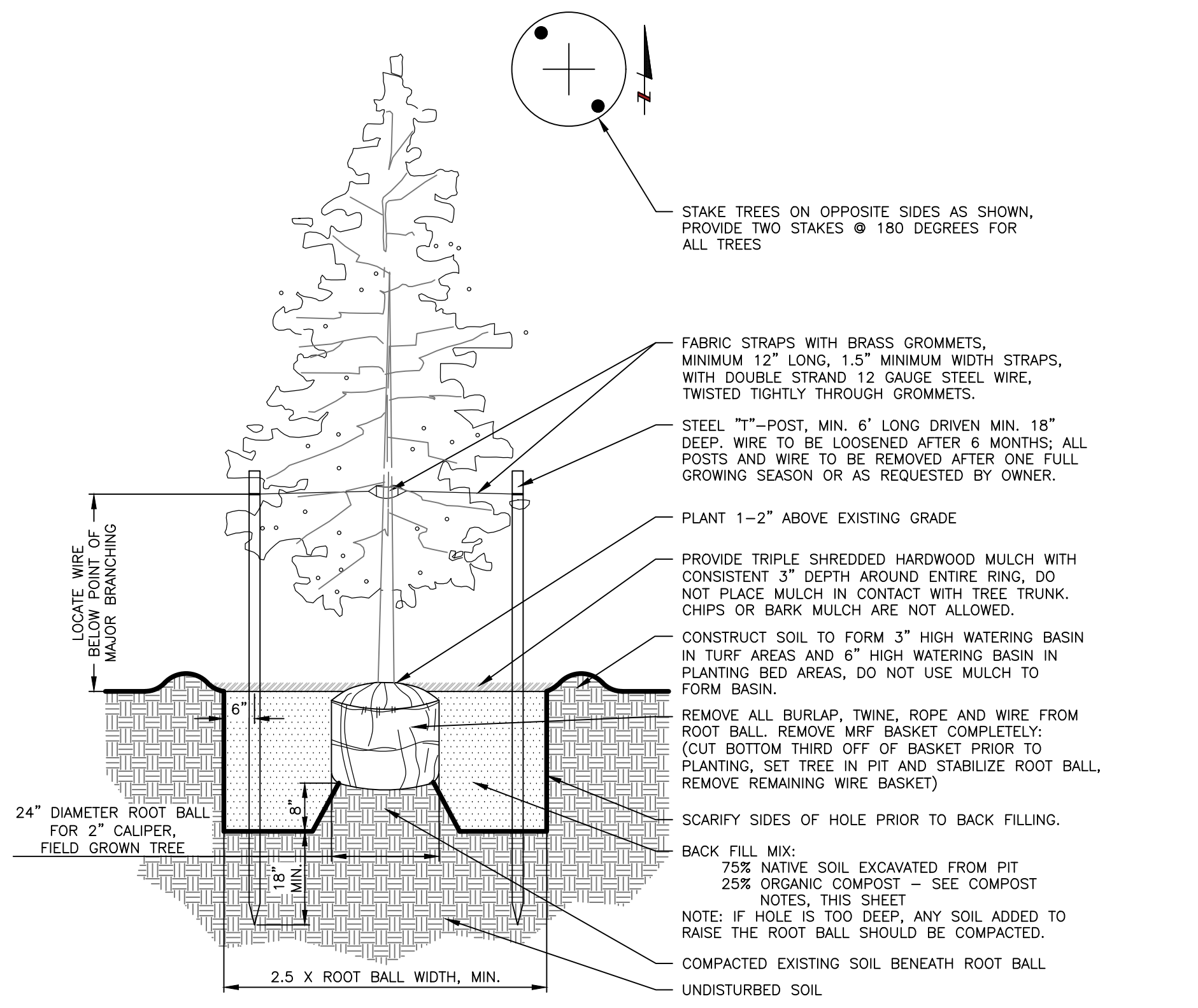
COLD STORAGE ADDITION

LANDSCAPING PLAN AND DETAILS



119 SOUTH 49TH AVENUE
OMAHA, NEBRASKA 68132
(402)551-0800

PROJECT: 23261
DATE: 04-23-2024
SHEET: C1.06



2 EVERGREEN TREE PLANTING & STAKING DETAIL
SCALE: NOT TO SCALE

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

LAMP REYNERSON
DESIGN ARCHITECTS
1111 S. 10TH STREET, SUITE 100
LINCOLN, NEBRASKA 68502
(402) 441-1111
WWW.LAMPREYNERSON.COM

PROFESSIONAL LANDSCAPE ARCHITECT
JAMIESON DENNELL
STATE OF NEBRASKA
07/26/2024 04-23-2024



SARPY COUNTY

Zachary Hergenrader, P.E.
Sarpy County Engineer

PUBLIC WORKS DEPARTMENT
15100 South 84th Street ♦ Papillion, NE 68046-2895
Phone (402) 537-6900 ♦ FAX (402) 537-6955 ♦ www.sarpy.com

TO: Christopher Solberg ,(Deputy Comm. Devel. Director City of LaVista)
Lydia McCasland, (Permit Technician City of LaVista)
Cale Brodersen, (Associate City Planner City of LaVista)

FROM: Michael R. Sharp, PLS, Professional Land Surveyor

DATE: Tuesday, March 03, 2026

RE: Harrison Hills Replat 8 (final Plat)

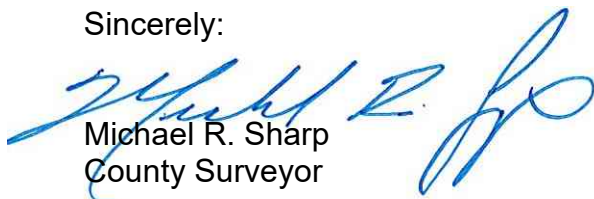
Sarpy County Public Works has reviewed the application, as submitted. Please see the attached plan with comments for the Final Plat.

- Include **Outlots**, in the dedication part.
- Add the reference of the **Bearing** to the Drawing.
- Check to see if the PLS number is correct on one of the Southerly Monuments.

"Please review all comments addressed on the drawing, including any that may not be listed above."

Any questions please contact me at (402)537-6909.

Sincerely:


Michael R. Sharp
County Surveyor

March 24, 2026



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

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

Reference: Streck, Inc. – Harrison Hills
Replat 8 – Planned Unit Development Amendment and Replat - Initial Review Comments
Project No.: 0118087.06-003

Dear Mr. Solberg:

Submitted herewith are our responses to the comments included in the City of La Vista's Harrison Hills Replat 7 review letter dated March 17, 2026, regarding the Streck, Inc. – Harrison Hills, Replat 8 submittal.

Documents enclosed are as follows:

PUD Amendment

1. Planned Unit Development P.U.D. Site Plan Exhibit
2. Planned Unit Development P.U.D. Landscape Plan Overall
3. Planned Unit Development P.U.D. Existing Sewers Exhibit

Replat

1. Preliminary Plat
2. Final Plat

Review Comments and Responses:

PUD Amendment

1. **General Comment** – As the PUD Amendment is for a reduction in the PUD area, the PUD Site Plan should focus more on the new extents of the PUD area, not so much the new development area. While it is still good to show the Planning Commission and City Council potential layouts on the new lots, the site plans should be at a lighter pen weight. Whereas the existing development on Lot 1 should have a heavier pen weight with the heaviest line outlining the new extents of the PUD overlay.

Response: Exhibits have been updated accordingly.

2. **Section 5.15.03** – The zoning listed on the PUD Site Plan needs to be corrected stated:

Lot 1: I-1 PUD / Gateway Corridor District (Overlay District)

Lot 2–7: I-1 PUD / Gateway Corridor District (Overlay District) to I-1 Gateway Corridor District (Overlay District)

The Site Regulators table should only include Lot 1, Harrison Hills Replat 8, as that is the new extent of the PUD area.

The spelling of "REPLAT" in the box above the Site Regulator Table needs to be corrected.

Response: Exhibits have been updated accordingly.

3. **Section 5.15.04.01** – Development fees paid at the time of the building permit are subject to the fee schedule at the time the application is submitted.

Response: Agreed.

4. **Section 5.15.04.04** – Existing residential development has created pedestrian demand for access to the trail system located west of 118th Street. The existing PUD site plan for these properties shows a sidewalk along the entire S. 118th Street frontage. The increase in pedestrian traffic, in addition to the removal of the properties from the existing PUD and the subsequent loss of sidewalks along S. 118th Street, will require construction of a trailhead connection just south of Lot 2 Harrison Hills to the West Papio Trail at the applicant's expense. Please provide a schematic design and cost estimate for the construction of this trail connection, in addition to a proposed timeline for the construction of the connection, for use in a development/subdivision agreement that will be required to be executed and recorded along with the final plat. Financial assurances will also be required in relation to the required connection.

Response: After additional coordination with city staff, the applicant is proposing to instead of construct a trail connection and trail head, include requirements within the subdivision agreement for Replat 8 Lots 2 – 7 to construction sidewalk along their street frontages. We will continue to coordinate with city staff for exact language to be included within the subdivision agreement.

5. **Section 5.15.04.08** – The Off Street Parking Requirements table and the Accessible Parking Requirements table should only include Lot 1, Harrison Hills Replat 8, as that is the new extent of the PUD area. Upon reduction of the area of the PUD overlay, parking stall counts for the buildout of Lots 2–7 will be reviewed at the time of building permit submittal.

Response: Exhibits have been updated accordingly.

6. **Section 5.15.04.09** – Please update the PUD Landscaping Plan to reflect the scope of the PUD Amendment. The landscaping plan should include the plantings depicted in the approval of the original development and the 2024 addition (enclosed).

Response: Exhibits updated accordingly.

7. **Section 5.15.04.11** – A table, drawing and/or calculation of net developable area for the properties to remain within the PUD needs to be included to ensure this requirement for maximum building coverage is met.

Response: The site regulator table on the PUD Site Plan Exhibit has been updated to show the appropriate building coverage calculation.

8. **Section 5.15.04.18–22** – Separate design review processes will be required for each site within the Gateway Corridor Overlay at the time of development for the properties involved. Building and site/landscaping design for each phase will be reviewed in relation to each specific building/addition.

Response: Agreed.

9. **Section 5.15.05.02.2** – Please ensure that the size and height of the structure on Lot 1 are included in the PUD submittal.

Response: This has now been included.

10. **Section 5.15.05.04** – Conveyance of sanitary sewer and stormwater are unclear. Please delineate each conveyance system for Lot 1 Harrison Hills Replat 7 and proposed Lot 1 Harrison Hills Replat 8.

Response: A utility exhibit has been included to show the existing stormwater and sanitary sewer conveyance.

11. **General Comment:** Please be aware that all stormwater and sanitary conveyance systems that cross lot lines will need to be placed into easements.

Response: Agreed.

12. **Section 5.15.05.08** – Please be aware that changes to the maintenance agreement will be required for the purpose of designating responsibility of the shared stormwater BMP.

Response: Agreed.

Replat

1. **Section 3.02.02** – The subdivider shall be responsible for conformance with the provisions of subdivision ordinance as well as with the Comprehensive Development Plan and Zoning Ordinance.

Response: Agreed.

2. **Section 3.03.07** – Please include the locations of all culverts, present structures and features, all utilities, and their sizes, as well as flow lines and elevations for existing sanitary and storm sewers.

Response: Exhibits have been updated accordingly.

3. **Section 3.03.10** – Please include the location of all easements and all proposed improvements including sanitary sewers, water mains, stormwater drainage, and any other improvements required, if applicable.

Response: Exhibits have been updated accordingly.

4. **Section 3.03.19** – Confirm no additional traffic impacts and/or requirements for public improvements are required, as recommended in the original traffic impact analysis (TIA). An update to the original TIA may be required.

Response: Agreed.

5. **Section 3.03.20.1** – Please provide a sanitary sewer plan and/or provide details as how sanitary flows are to be conveyed for the existing lots.

Response: A utility exhibit has been included to show the existing stormwater and sanitary sewer conveyance. Proposed Lots 2 – 7 will connect into the existing sanitary sewer located within Emiline St, S 118th St, and Peel Circle.

Section 3.05.14 – Please update the block for the approval of the City Council to reflect the guidelines set forth in Section 10.04 of the La Vista Subdivision Regulations.

Response: Plat has been updated accordingly

6. **Section 3.05.16** – Please provide a 5" x 2 ½" space in the upper right-hand corner to allow for the placement of a recording "sticker" For County Register of Deeds.

Response: Plat has been updated accordingly.

7. **Section 3.05.18** – Please ensure the title block for approval by the lending institution, if applicable, is consistent with La Vista's Subdivision Regulations.

Response: Agreed.

8. **Section 3.05.20** – Please provide a digital copy of any private restrictions or covenants affecting the subdivision, if applicable.

Response: Agreed.

9. **General Comment:** Please address and correct the comments and revisions to the final plat shared directly with John Howell via e-mail by the Sarpy County Surveyor on March 3, 2026. (Copy enclosed)

Response: Agreed.

10. Please incorporate and address the following comments from Omaha Public Power District regarding your proposed plat:

- a. Please indicate the following OPPD standard dedicated language on final plat for electrical backbone of Lots 1–7:

"Know all men by these presents that we, _____, owners of the property described in the Certification of Survey and embraced within the plat, have caused said land to be subdivided into lots and streets to be numbered and named as shown, said subdivision to be hereafter known as (lots numbered as shown), and we do hereby ratify and approve of the disposition of our property as shown on the plat, and we do hereby dedicate to the public for public use the streets, avenues and circles, and we do hereby grant easements as shown on this plat, we do further grant a perpetual easement to the Omaha Public Power District, Qwest Communications and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five-foot (5') wide strip of land abutting all front and side boundary lot lines; an eight-foot (8') wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen-foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. Said sixteen-foot (16') wide easement will be reduced to an eight-foot (8') wide strip when the adjacent land is surveyed, platted and recorded. No permanent buildings or

retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted"

Response: Plat has been updated accordingly.

- b. Contact OPPD Utility Coordination on electrical backbone needs prior to submitting building permits for timeline installation.

Response: Agreed.

- c. Upon coordination with OPPD UC's, any facilities, such as switch gears, outside dedicated easement may require separate ROW easement(s) from owner.

Response: Agreed.

General

- 1. Approval for reduction in the PUD overlay area will be made contingent upon the approval and recording of the replat to adjust the property lines.

Response: Agreed.

- 2. Development of proposed Lot 2 Harrison Hills Replat 8 will require construction and installation of a fence and landscaping screening to provide a sufficient buffer from the proposed industrial development to the existing residential development to the north and to the east.

Response: Agreed.

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

Sincerely;

LAMP RYNEARSON, INC.



Caleb M. Snyder, P.E.
Project Manager

Enclosures

c: Curtis Akey, Streck, Inc.

NB\L:\Engineering\0118087 Streck Labs\DOCUMENTS\LETTERS\RSP Solberg Replat 260317.docx



April 8, 2026

Caleb Snyder
Lamp Rynearson
14710 W Dodge Rd
Omaha, NE 681542

RE: Planned Unit Development Amendment and Replat – 2nd Review Letter
Lot 2 Harrison Hills Replat 7

Mr. Snyder,

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

PUD Amendment

1. General Comment – After further consideration, due to allowances provided in the approval of the apartment complex project, it has been concluded that the extent of the PUD Overlay should cover Lot 1 Harrison Hills Replat 5, as well as Lots 1 and 2 Harrison Hills Replat 8.

Due to this change in the extent of PUD Overlay, the tabular data on the PUD Site Plan will need to also be updated to include the two additional lots, including, but not limited to:

- Existing and proposed zoning (Section 5.15.03)
- Off Street Parking Requirements Table (Section 5.15.04.08)
- Net Developable Area (Section 5.15.04.11)
- Structure Size and Height (Section 5.15.05.02.2)

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

2. Section 5.15.04.09 – Please update the PUD Landscaping Plan to reflect the revised scope of the PUD Amendment based on this letter.
3. Section 3.03.20.1 – Proposed Harrison Hills Lot 1 Replat 8 conveys sanitary flows through proposed lot 6. It is acknowledged that an easement is to be recorded, but there is a call out for this sewer to be relocated in the future by the lot 6 owner. Please detail how the sanitary flows from lot 1 will be conveyed post relocation.
4. Section 5.15.05.08 – Revisions to the maintenance agreement will be required to incorporate the lot changes prior to final approval of the PUD and replat applications.

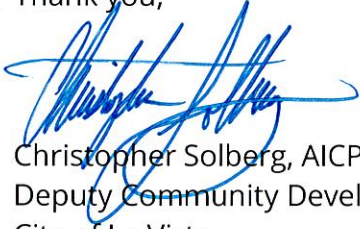
Replat

1. Section 3.03.07 – The shared, existing storm sewers and existing sanitary sewers within the proposed lots do not contain elevations, only sizing and horizontal locations and/or alignments. Please include flow lines and elevations for all existing sanitary and storm sewers.
2. Section 3.03.19 – You agreed that additional traffic impacts and/or requirements for public improvements may be needed in an updated traffic impact analysis (TIA). Please provide the updated TIA. This needs to be provided and approved prior to when the replat is reviewed by City Council.
3. General Comment: The status of the existing utility easement INST #2000-08529 could not be ascertained based on note 6 on the final plat. The easement will need to be vacated prior to final plat if applicable, and all proposed easements are to be recorded prior to final plat.
4. Staff find your proposal to require sidewalks along the street frontage of Lots 2-7 Harrison Hills Replat 8 through the subdivision agreement instead of the construction of an off-site trailhead acceptable. Please provide this draft subdivision agreement for review prior to City Council review.

Please resubmit revised electronic copies of the PUD submittal documents to the City for further review. Please also provide a response letter that answers or acknowledges each of the comments contained in this letter. The applications involved in this review letter are currently on the April 16th Planning Commission agenda. Please provide revised copies by the end of the day tomorrow, April 9th. If you have any questions regarding these comments, please feel free to contact me at any time.

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
(402) 917-3855

cc:

Curtis Akey, Streck Inc.
Bruce Fountain, Community Development Director – City of La Vista
Cale Brodersen, Senior Planner – City of La Vista
Pat Dowse, City Engineer – City of La Vista

April 9, 2026



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

Christopher Solberg
City of La Vista
8116 Park View Blvd.
La Vista, NE 68128
csolberg@cityoflavista.org

REFERENCE: Lot 2, Harrison Hills Replat 7
Review Comments – *Planned Unit Development and Replat – 2nd Review Letter*
Job No. 0118087.06-003

Dear Mr. Solberg:

Submitted herewith are our responses to comments received from City of La Vista, letter dated *April 09, 2026*, for the submittal of the *Planned Unit Development and Replat* for the Lot 2, Harrison Hills Replat 7 project.

Documents included in this resubmittal are as follows:

PUD Amendment

1. Planned Unit Development Amendment – Site Plan
2. Planned Unit Development Amendment – Landscape Plan
3. Planned Unit Development Amendment – Existing Sewers

Replat

1. Preliminary Plat
2. Final Plat

PUD Amendment Comments

1. General Comment - After further consideration, due to allowances provided in the approval of the apartment complex project, it has been concluded that the extent of the PUD Overlay should cover Lot 1 Harrison Hills Replat 5, as well as Lots 1 and 2 Harrison Hills Replat 8.

Due to this change in the extent of PUD Overlay, the tabular data on the PUD Site Plan will need to also be updated to include the two additional lots, including, but not limited to:

- Existing and proposed zoning (Section 5.15.03)
- Off Street Parking Requirements Table (Section 5.15.04.08)
- Net Developable Area (Section 5.15.04.11)
- Structure Size and Height (Section 5.15.05.02.2)

Response: The Planned Unit Development (PUD) Amendment Site Plan has been updated to include Lot 1

Harrison Hills Replat 7 along with Lots 1 and 2 Harrison Hills Replat 8 along with showing the updated zoning compliance tables for each lot.

2. Section 5.15.04.09 - Please update the PUD Landscaping Plan to reflect the revised scope of the PUD Amendment based on this letter.

Response: The PUD Landscaping Plan has been updated to reflect the additional area and lots.

3. Section 3.03.20.1 - Proposed Harrison Hills Lot 1 Replat 8 conveys sanitary flows through proposed lot 6. It is acknowledged that an easement is to be recorded, but there is a call out for this sewer to be relocated in the future by the lot 6 owner. Please detail how the sanitary flows from lot 1 will be conveyed post relocation.

Response: A future sanitary sewer service for Lot 1 has been added to the PUD-Existing Sewer exhibit. Final design of this service relocation will be by the Lot 6 developer and engineer.

4. Section 5.15.05.08 - Revisions to the maintenance agreement will be required to incorporate the lot changes prior to final approval of the PUD and replat applications.

Response: Agreed. We will continue to coordinate these changes to the maintenance agreement with city staff.

Replat Comments

5. Section 3.03.07 - The shared, existing storm sewers and existing sanitary sewers within the proposed lots do not contain elevations, only sizing and horizontal locations and/or alignments. Please include flow lines and elevations for all existing sanitary and storm sewers.

Response: Additional flow line elevations have been added to the plat.

6. Section 3.03.19 - You agreed that additional traffic impacts and/or requirements for public improvements may be needed in an updated traffic impact analysis (TIA). Please provide the updated TIA. This needs to be provided and approved prior to when the replat is reviewed by City Council.

Response: We will provide an updated TIA prior to City Council review and approval of the plat.

7. General Comment: The status of the existing utility easement INST #2000-08529 could not be ascertained based on note 6 on the final plat. The easement will need to be vacated prior to final plat if applicable, and all proposed easements are to be recorded prior to final plat.

Response: We will continue to coordinate with the existing easement holder to release said easement prior to the final plat being recorded.

Lot 2, Harrison Hills Replat 7
Review Comments
Job No. 0118087.06-003
April 9, 2026
Page 3 of 3

8. Staff find your proposal to require sidewalks along the street frontage of Lots 2-7 Harrison Hills Replat 8 through the subdivision agreement instead of the construction of an off-site trailhead acceptable. Please provide this draft subdivision agreement for review prior to City Council review.

Response: Agreed. We will continue to coordinate the subdivision agreement with city staff.

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

Sincerely,

LAMP RYNEARSON

A handwritten signature in blue ink, appearing to read 'Caleb M. Snyder', is written over the printed name.

Caleb M. Snyder, P.E.
Public Practice Lead

NB\\L:\Engineering\0118087 Streck Labs\DOCUMENTS\LETTERS\RSP Solberg Replat 260409.docx

AFFIDAVIT

State of Florida, County of Broward, ss:

I, Anjana Bhadoriya, being of lawful age, being duly sworn upon oath, hereby depose and say that I am agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Omaha World Herald, a legal daily newspaper printed and published in the counties of Douglas and Cass and State of Nebraska, and of general circulation in the Counties of Douglas, and Sarpy and State of Nebraska, and that the attached printed notice was published in said newspaper on the dates stated below and that said newspaper is a legal newspaper under the statutes of the State of Nebraska.

PUBLICATION DATES:

Apr. 3, 2026

NOTICE NAME: PC - Streck PUD and Rezoning

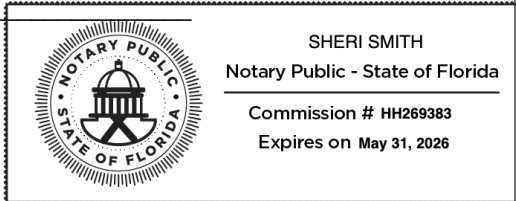
PUBLICATION FEE: \$29.79

Anjana Bhadoriya

(Signed) _____

VERIFICATION

State of Florida
County of Broward



Subscribed in my presence and sworn to before me on this: 04/06/2026

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

Notice of Public Hearing

City of La Vista

NOTICE IS HEREBY GIVEN, that the Planning Commission of the City of La Vista, Nebraska, will hold a public hearing during the scheduled Planning Commission meeting on April 16, 2026, beginning at 6:30 p.m. at La Vista City Hall, 8116 Park View Blvd, La Vista, NE, for the purpose of hearing testimony of support, opposition, criticism, suggestions or observations for: 1) Zoning Map Amendment to remove the Planned Unit Development Overlay from portions of Lot 2 Harrison Hills Replat 7; 11710 Peel Circle; Streck, LLC and 2) Planned Unit Development Site Plan Amendment; Lots 1 & 2 Harrison Hills Replat 7; 11710 Peel Circle; Streck, LLC. The public is encouraged to attend.

Rachel Carl, CMC
City Clerk, City of La Vista
2026, (4) 3 - Fridays, ZNEZ

SARPY COUNTY TIMES

AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Sarpy County Times, a legal newspaper of general circulation in the Counties of Sarpy, Bellevue, Cass, Papillion, Gretna, La Vista and Springfield, state of Nebraska and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion having been on;

Jun. 24, 2026

And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge.

Anjana Bhadoriya

(Signed) _____

VERIFICATION

State of Florida
County of Broward



SHERI SMITH
Notary Public - State of Florida

Commission # HH804448
Expires on May 31, 2030

Subscribed in my presence and sworn to before me on this: 06/24/2026

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

Printers Fee: \$13.64
Customer Number: 1013655
Order Number: COL-NE-904345

Notice of Public Hearing City of La Vista

NOTICE IS HEREBY GIVEN, that the City Council of the City of La Vista, Nebraska, will hold a public hearing during the scheduled City Council meeting on July 7, 2026, beginning at 6:00 p.m. at La Vista City Hall, 8116 Park View Blvd, La Vista, NE, for the purpose of hearing testimony of support, opposition, criticism, suggestions or observations for: 1) Zoning Map Amendment to remove the Planned Unit Development Overlay from portions of Lot 2 Harrison Hills Replat 7; 11710 Peel Circle; Streck, LLC and 2) Planned Unit Development Site Plan Amendment; Lots 1 & 2 Harrison Hills Replat 7; 11710 Peel Circle; Streck, LLC. The public is encouraged to attend.

Rachel Carl, CMC
City Clerk, City of La Vista
COL-NE-904345 6/24 ZNEZ

Sent 4/2/26



Notice of Public Hearing City of La Vista

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1. Zoning Map Amendment to remove the Planned Unit Development Overlay from portions of Lot 2 Harrison Hills Replat 7; 11710 Peel Circle; Streck, LLC; and
2. Planned Unit Development Site Plan Amendment; Lots 1 & 2 Harrison Hills Replat 7; 11710 Peel Circle; Streck, LLC

The agenda and all associated documents for this meeting can be found online at <http://www.cityoflavista.org/planningagenda> starting the Monday before the scheduled date. If you have any questions or would like further information, please contact the City of La Vista's Department of Community Development at (402) 593-6400.

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



Sert
6/23/20

Notice of Public Hearing City of La Vista

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1. Zoning Map Amendment to remove the Planned Unit Development Overlay from portions of Lot 2 Harrison Hills Replat 7; 11710 Peel Circle; Streck, LLC; and
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 8116 Park View Blvd.
 402.331.3455 P
 402.331.0299 F

11708 EMILINE STREET LLC
6606 S 168TH ST
OMAHA, NE 68130

CASEY'S RETAIL COMPANY
PO BOX 54288
LEXINGTON, KY 40555

CITY OF LA VISTA NEBRASKA
9900 PORTAL RD
LA VISTA, NE 68128

FOEH SURE PROPERTIES LLC
10254 Z ST
OMAHA, NE 68127

HARRISON HILLS APARTMENTS LLC
809 N 96TH ST
OMAHA, NE 68114

HARRISON I-80 LLC
C/O LERNER COMPANY
10855 W DODGE RD
OMAHA, NE 68154

JMDH REAL ESTATE OF OMAHA LLC
1710 WHITESTONE EXPY
WHITESTONE, NY 11357

KTKA INVESTMENTS LLC
4830 S 224TH PLZ
ELKHORN, NE 68022

OMAHA MULTI-SPORT COMPLEX
DBA NEBRASKA MULTISPORT COMPLEX
13810 FNB PKWY SUITE 200
OMAHA, NE 68154

PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT
8901 S 154TH ST
OMAHA, NE 68138

STAG INDUSTRIAL HOLDINGS LLC
C/O STAT INDUSTRIAL MANAGEMENT
LLC
ONE FEDERAL ST 23RD FL
BOSTON, MA 02110

STRECK LLC
7002 S 109TH ST
LA VISTA, NE 68128

STRECK NEST LLC
C/O CURTIS AKEY
7002 S 109TH ST
LA VISTA, NE 68128

Streck

Property Posting – Zoning Action Sign

- Placed: 4/2/2026 at 3:30pm
- Address: 11710 Peel Circle
- Public hearings for Streck rezoning and PUD site plan amendment





City of La Vista
Mayor and City Council Report
July 7, 2026 Agenda

Item: G

Subject:	Type:	Submitted By:
Harrison Hills Replat Eight - Replat & Subdivision Agreement - Streck, LLC	Resolution	Christopher Solberg, Deputy Director of Community Development

Synopsis

Resolutions have been prepared for Council to consider an application for a Final Plat and Subdivision Agreement for Harrison Hills Replat 8, generally located southeast of the intersection of 118th Street and Emiline Street.

Fiscal Impact

N/A.

Recommendation

Approval.

Background

The applicant has submitted an application to subdivide Lot 2 of Harrison Hills Replat 7 into seven separate lots for development. As part of the replat process, the applicant has provided a subdivision agreement for approval.

A detailed staff report is attached.

The Planning Commission held a public hearing on April 16, 2026, and voted 7-0 to recommend approval of Harrison Hills Replat 8, as the request is consistent with the La Vista Comprehensive Plan and the Subdivision Regulations.

Attachments

1. Resolution - Harrison Hills RP 8
2. Resolution - Harrison Hills Replat 8 SA
3. Harrison Hills RP 8 Draft Subdivision Agreement 20260630 - Draft for Council

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOT 2 HARRISON HILLS REPLAT 7 LOCATED IN THE NW1/4 17-14-12 IN SARPY COUNTY, NEBRASKA, TO BE REPLATTED AS LOTS 1 THROUGH 7 AND OUTLOT A HARRISON HILLS REPLAT 8, A SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owner of the above-described property applied for approval of a replat for Lot 2 Harrison Hills Replat 7 in the NW1/4 17-14-12 to be replatted as Lots 1-7 and Outlot A Harrison Hills Replat 8; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on April 16, 2026, 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 Lot 2 Harrison Hills Replat 7 in the NW1/4 17-14-12 to be replatted as Lots 1-7 and Outlot A Harrison Hills Replat 8, a subdivision located in the northwest quarter of Section 17, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located southeast of the intersection of S. 118th Street and Emiline Street be, and hereby is, approved, subject to adoption and execution of the corresponding Subdivision Agreement.

PASSED AND APPROVED THIS 7TH DAY OF JULY 2026.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Rachel D. Carl, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING A SUBDIVISION AGREEMENT FOR LOTS 1 THROUGH 7 AND OUTLOT A, HARRISON HILLS REPLAT 8.

WHEREAS, the City Council did on July 7, 2026, approve the Final Plat for Lots 1 through 7 and Outlot A, Harrison Hills Replat 8, subject to certain conditions; and

WHEREAS, Streck LLC., a Delaware limited liability company, has agreed to execute a Subdivision Agreement satisfactory in form and content to the City;

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement presented at the July 7, 2026 City Council meeting for Lots 1 through 7 and Outlot A, Harrison Hills Replat 8, be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute same on behalf of the City, subject to the conditions of Council Final Plat approval and with such modifications that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 7TH DAY OF JULY 2026.

CITY OF LA VISTA

Douglas Kindig, Mayor

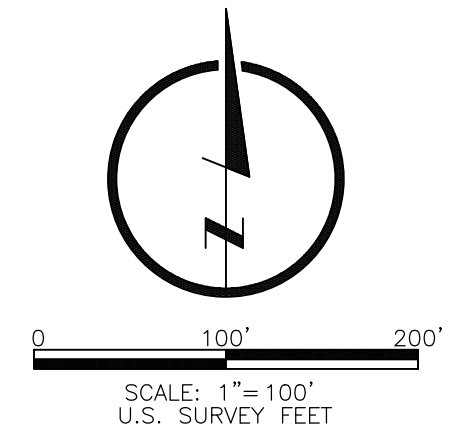
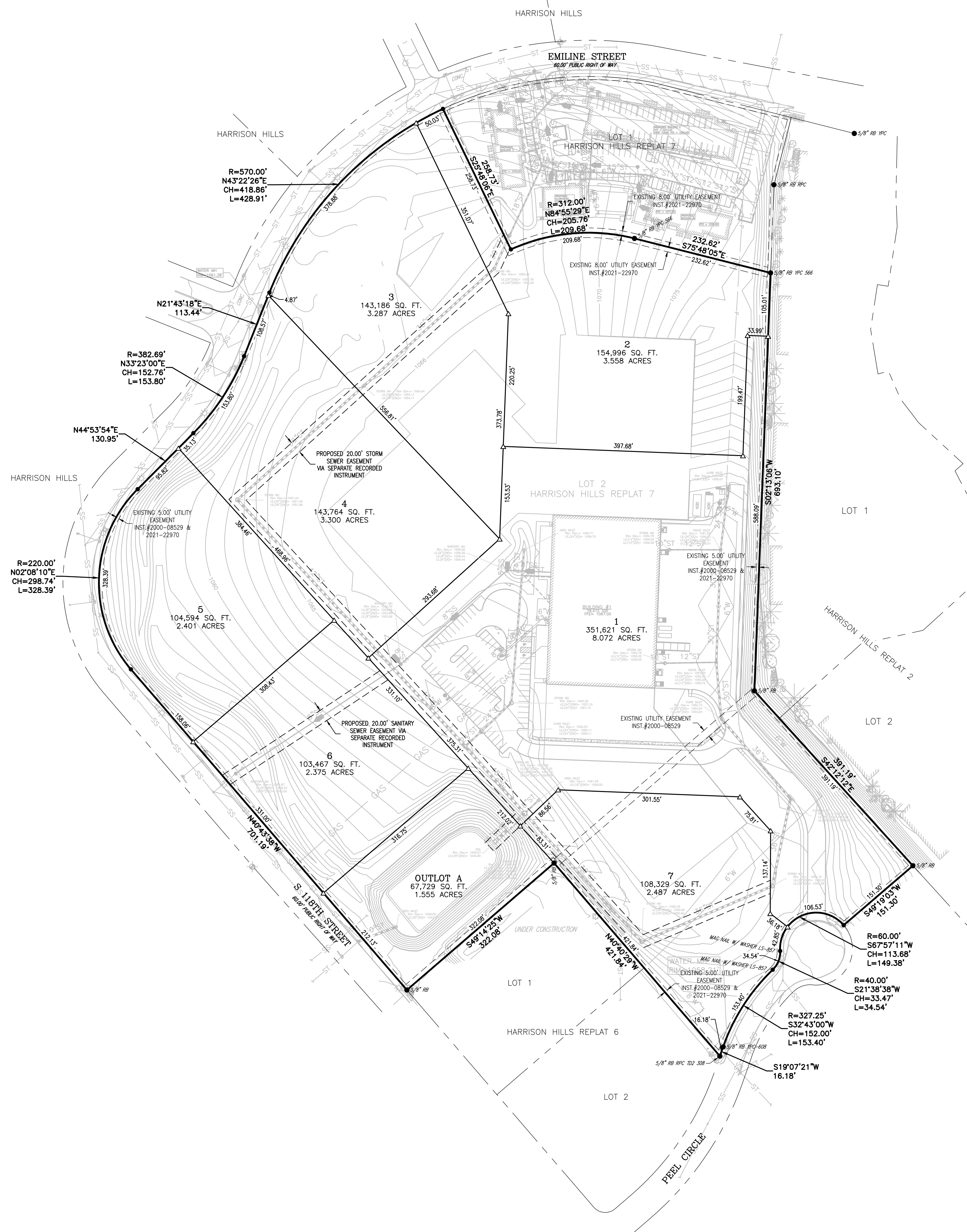
ATTEST:

Rachel D. Carl, CMC
City Clerk

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Harrison Hills Replat 8 SA 07.07.2026.Docx

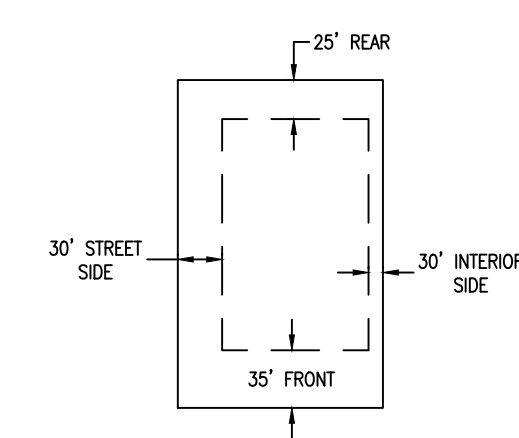
HARRISON HILLS REPLAT 8

LOTS 1 THROUGH 7, INCLUSIVE, AND OUTLOT A
BEING A REPLATTING OF LOT 2, HARRISON HILLS REPLAT 7, A SUBDIVISION
AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA



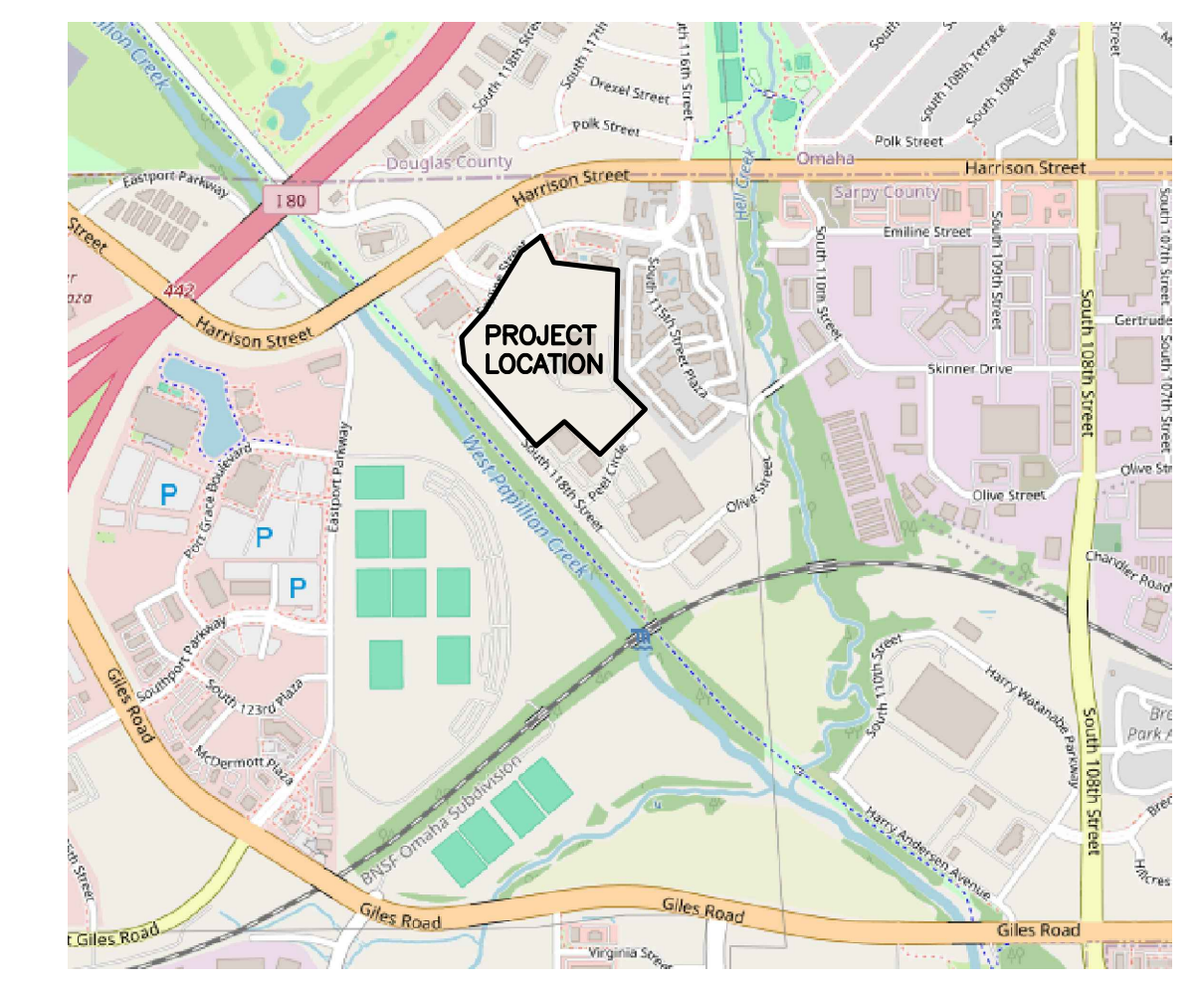
- LEGEND**
- BOUNDARY LINE
 - LOT LINE
 - - - EXISTING LOT LINE
 - - - EASEMENT
 - MONUMENT FOUND (5/8" REBAR W/ 1 1/4" YPC STAMPED LS-857, UNLESS NOTED OTHERWISE)
 - △ MONUMENT SET (5/8" REBAR W/ 1 1/4" YPC STAMPED LS-857, UNLESS NOTED OTHERWISE)
 - RB REBAR
 - YPC YELLOW PLASTIC CAP
 - RPC RED PLASTIC CAP

- NOTES**
1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
 2. ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
 3. OUTLOT A IS FOR A STORM WATER BASIN.
 4. ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.
 5. ALL PROPOSED EASEMENTS WILL BE RECORDED VIA SEPARATE RECORDED INSTRUMENTS.
 6. NEW EASEMENTS SHOWN HEREON MAY BE SUBJECT TO CHANGE. REFER TO THE FINAL EASEMENT RECORDED DOCUMENT FOR THE OFFICIAL LOCATION.



NOTE: SEE CITY OF LA VISTA ZONING REGULATIONS, SECTION 5.13 FOR ADDITIONAL REQUIREMENTS.

LA VISTA I-1 ZONING SETBACK REQUIREMENTS
NO SCALE



VICINITY MAP

LAMP RYNEARSON

LAMP RYNEARSON.COM
OMAHA, NEBRASKA
14710 W. DODGE RD. STE. 100 (602) 496-2498
NE AUTHORIZATION NO.: CAD130
FORT COLLINS, COLORADO
4715 INNOVATION DR. STE. 100 (970) 226-0342
KANSAS CITY, MISSOURI
9001 STATE LINE RD. STE. 200 (816) 361-0440
MO AUTH. NO.: E-2013011603 LLS-2019543127

LEGAL DESCRIPTION

LOT 2, HARRISON HILLS REPLAT 7, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

OWNER/ APPLICANT

STRECK, LLC

ENGINEER

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

ZONING

EXISTING: I-1 PUD

PROPOSED: I-1 (LIGHT INDUSTRIAL)

LOTS 1 THROUGH 7 - 25.481 ACRES
OUTLOT A - 1.555 ACRES
TOTAL AREA - 27.036 ACRES

POWER:

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

WATER:

METROPOLITAN UTILITIES DISTRICT
3100 SOUTH 61ST AVENUE
OMAHA, NE 68106-3621

GAS:

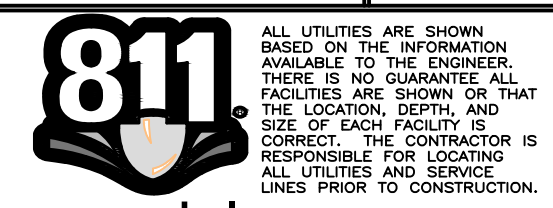
BLACK HILLS ENERGY
501 WEST 6TH STREET
PAPILLION, NEBRASKA 68046

CONTROL NOTE

- HORIZONTAL DATUM IS BASED ON THE SARPY COUNTY LOW DISTORTION COORDINATE SYSTEM.
- VERTICAL DATUM IS BASED ON NAVD88 (GEOID-12A).

PRELIMINARY PLAT

HARRISON HILLS REPLAT 8
LA VISTA, SARPY COUNTY, NEBRASKA



REVISIONS

NO.	DATE	DESCRIPTION

DESIGNER / DRAFTER
JOHN HOWELL / RACHEL RENNECKER
DATE
3/20/2026
PROJECT NUMBER
0118087.10
BOOK AND PAGE

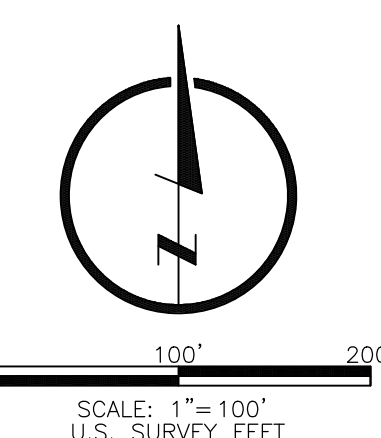
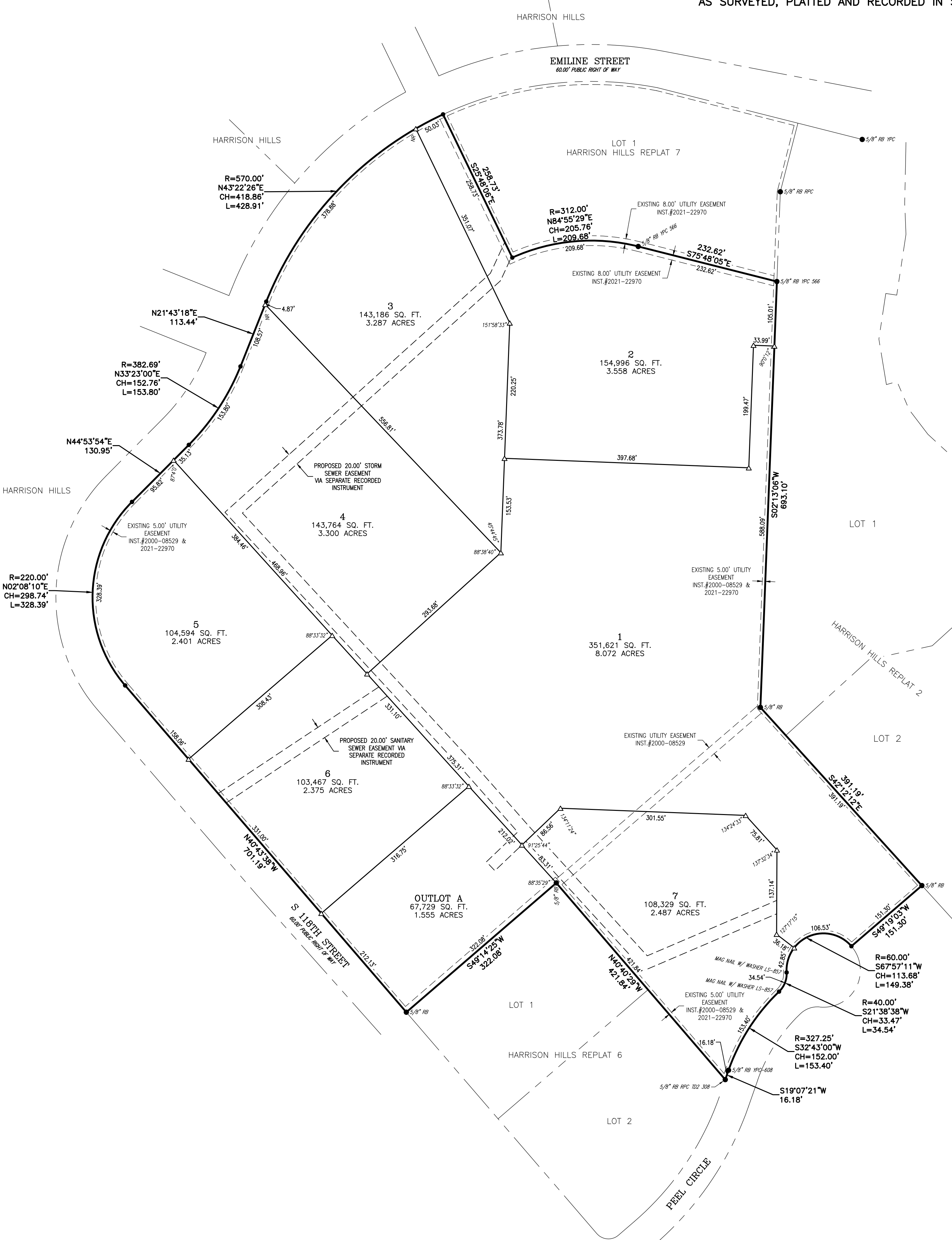
SHEET
1 OF 1

L:\C:\Users\joh11111\OneDrive - LAMP RYNEARSON\Documents\0118087-10\0118087-10.dwg, 4/7/2026 11:26:57 AM, BRIDSON, KELLER, LAMP RYNEARSON

LOCATED IN:
 NW 1/4, NW 1/4, SEC. 17-14-12
 NE 1/4, NW 1/4, SEC. 17-14-12
 SW 1/4, NW 1/4, SEC. 17-14-12
 SE 1/4, NW 1/4, SEC. 17-14-12

HARRISON HILLS REPLAT 8

LOTS 1 THROUGH 7, INCLUSIVE, AND OUTLOT A
 BEING A REPLATTING OF LOT 2, HARRISON HILLS REPLAT 7, A SUBDIVISION
 AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA



- LEGEND**
- BOUNDARY LINE
 - LOT LINE
 - - - EXISTING LOT LINE
 - - - EASEMENT
 - MONUMENT FOUND (5/8" REBAR W/ 1 1/4" YPC STAMPED LS-857, UNLESS NOTED OTHERWISE)
 - △ MONUMENT SET (5/8" REBAR W/ 1 1/4" YPC STAMPED LS-857, UNLESS NOTED OTHERWISE)
 - RB REBAR
 - YPC YELLOW PLASTIC CAP
 - RPC RED PLASTIC CAP

- NOTES**
1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
 2. ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
 3. ALL ANGLES ARE 90° UNLESS NOTED.
 4. ALL LOT LINES ON CURVED STREETS ARE RADIAL UNLESS OTHERWISE NOTED (NR).
 5. OUTLOT A IS FOR A STORM WATER BASIN.
 6. ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.
 7. ALL PROPOSED EASEMENTS WILL BE RECORDED VIA SEPARATE RECORDED INSTRUMENTS.
 8. NEW EASEMENTS SHOWN HEREON MAY BE SUBJECT TO CHANGE. REFER TO THE FINAL EASEMENT RECORDED DOCUMENT FOR THE OFFICIAL LOCATION.
 9. HORIZONTAL DATUM IS BASED ON THE SARPY COUNTY LOW DISTORTION COORDINATE SYSTEM.

ACCEPTANCE BY LA VISTA CITY COUNCIL

THIS PLAT OF HARRISON HILLS REPLAT 8, LOTS 1 THROUGH 7, INCLUSIVE AND OUTLOT A, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ON THIS _____ DAY OF _____, 20____, IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

 MAYOR

 CITY CLERK

APPROVAL OF CITY OF LA VISTA PLANNING COMMISSION

THIS PLAT OF HARRISON HILLS REPLAT 8, LOTS 1 THROUGH 7, INCLUSIVE AND OUTLOT A, WAS APPROVED BY THE LA VISTA CITY PLANNING COMMISSION THIS _____ DAY OF _____, 20____.

 CHAIRPERSON, LA VISTA PLANNING COMMISSION

COUNTY TREASURER'S CERTIFICATE

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

 COUNTY TREASURER

 DATE

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF HARRISON HILLS REPLAT 8, LOTS 1 THROUGH 7, INCLUSIVE AND OUTLOT A, WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS _____ DAY OF _____, 20____.

 SARPY COUNTY SURVEYOR/ENGINEER

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAND SURVEYOR'S REGULATION ACT THAT THIS PLAT, MAP, SURVEY OR REPORT WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT IT WAS PERFORMED IN ACCORDANCE WITH THE LAND SURVEYOR'S REGULATION ACT IN EFFECT AT THE TIME OF THE SURVEY AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE AND CORRECT AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON THE BOUNDARY ON THE PLAT AND THAT PERMANENT MONUMENTS (5/8" REBAR W/ 1 1/4" YELLOW PLASTIC CAPS STAMPED PLS-857) WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS HARRISON HILLS REPLAT 8, LOTS 1 THROUGH 7, INCLUSIVE AND OUTLOT A, BEING A REPLATTING OF LOT 2, HARRISON HILLS REPLAT 7, SARPY COUNTY, NEBRASKA.

CONTAINS 27.036 ACRES.

JOHN S. HOWELL, P.L.S. 857

DATE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, STRECK, LLC, OWNERS, AND MORTGAGEES OF THE PROPERTY DESCRIBED IN THE CERTIFICATION OF SURVEY AND EMBRACED WITHIN THE PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS HARRISON HILLS REPLAT 8, LOTS 1 THROUGH 7, INCLUSIVE AND OUTLOT A, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THE PLAT, AND WE DO HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE STREETS, AVENUES AND CIRCLES, AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT, WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, GUEST COMMUNICATIONS AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERRECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM, AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE-FOOT (5') WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN EIGHT-FOOT (8') WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN-FOOT (16') WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREBY DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE-DESCRIBED ADDITION, SAID SIXTEEN-FOOT (16') WIDE EASEMENT WILL BE REDUCED TO AN EIGHT-FOOT (8') WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

FOR WATER AND GAS PERPETUAL EASEMENTS SHALL BE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, AND ANY NATURAL GAS PROVIDER, AND THEIR SUCCESSORS AND ASSIGNS, TO ERRECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL STREET FRONTAGES OF ALL LOTS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

STRECK, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNER

PRINTED NAME _____ SIGNATURE _____

PRINTED TITLE _____

 MORTGAGEE

PRINTED NAME _____ SIGNATURE _____

PRINTED TITLE _____

ACKNOWLEDGEMENT OF NOTARIES

STATE OF NEBRASKA)
) SS

COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____.

BY _____ OF _____ (PRINTED NAME) (PRINTED TITLE)

STRECK, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY.

 SIGNATURE OF NOTARY PUBLIC

STATE OF NEBRASKA)
) SS

COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____.

BY _____ OF _____ (PRINTED NAME) (PRINTED TITLE)

 ON BEHALF OF SAID BANK.

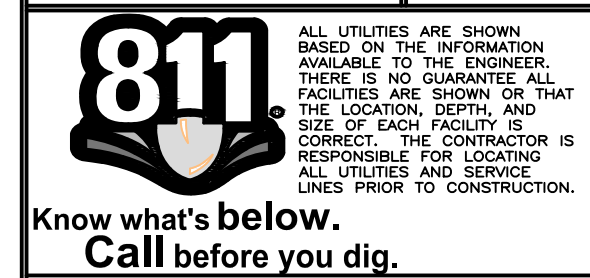
 SIGNATURE OF NOTARY PUBLIC

LAMP RYNEARSON

LAMPRYNEARSON.COM
 OMAHA, NEBRASKA
 14710 W. DODGE RD. STE. 100 (602) 486-2498
 NE AUTHORIZATION NO.: CAD130
 FORT COLLINS, COLORADO
 4715 INNOVATION DR. STE. 100 (970) 226-0342
 KANSAS CITY, MISSOURI
 3001 STATE LINE RD. STE. 200 (816) 361-0440
 MO AUTH. NO.: E-2013011903 LLS-201943127

FINAL PLAT

HARRISON HILLS REPLAT 8
 LA VISTA, SARPY COUNTY, NEBRASKA



REVISIONS

DESIGNER / DRAFTER
 JOHN HOWELL / RACHEL RENNECKER

DATE
 3/20/2026

PROJECT NUMBER
 0118087.10

BOOK AND PAGE

SHEET
 1 OF 1

L:\Customer\0118087_Steve_Lava\SARPY\Drawings\0118087-RR8.dwg 4/7/2026 11:55:50 AM BRIDSON, KELLIE LAMP, RYNEARSON

SUBDIVISION AGREEMENT

Harrison Hills Replat 8 (Replat of Harrison Hills Replat 7 Lot 2, which shall henceforth be replatted as Lots 1 through 7, Inclusive, and Outlot A, Harrison Hills Replat 8)

THIS AGREEMENT, made effective as of the 7th day of July, 2026, among Streck Inc., a Delaware limited liability company (hereinafter referred to as "Streck"), and the City of La Vista, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, Subdivider is the owner of the land depicted or described in Exhibit "A" ("Property") and included within the proposed plat attached hereto as Exhibit "B" (hereinafter referred to as the "Replat or the Replatted Area". The Replat as finally approved by the City Council shall be referred to herein as the "final plat" or "Final Plat", and lots within the Final Plat referred to together as "Lots" or individually as a "Lot"); and,

WHEREAS, Subdivider will develop and construct buildings and other private improvements on the property in the Replatted Area as permitted under applicable light industrial zoning, preliminarily depicted in attached Exhibit "C", and in accordance with the attached Exhibits of this Agreement ("Private Improvements"); provided, however, development and construction upon any Lot shall be subject to such prior reviews and approvals as required by applicable City laws, rules and regulations to the satisfaction of the City Engineer, including without limitation, a final approved site plan for each Lot and final design approved in accordance with the City's architectural design review process for all buildings or other improvements upon a Lot; and,

WHEREAS, the Subdivider wishes to connect the system of sanitary sewers to be constructed within the Replatted Area to the sewer system of the City; and,

WHEREAS, the Subdivider will create the _____, a Nebraska nonprofit corporation, ("Association") the members of which will be comprised of the Subdivider and Subdivider's successors and assigns to ownership of any of Lots 1 through 7 or Outlot A, Harrison Hills Replat 8, being a replat of Lot 2, Harrison Hills Replat 7, City of La Vista.

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

1. Replattings. Subject to the terms of this Agreement, Lot 2 of Harrison Hills Replat 7 shall be replatted as Lots 1-7, inclusive, and Outlot A, Harrison Hills Replat 8, as more fully shown on Exhibit "B" (hereinafter the "Replat" or "Replatted Area"; and as finally approved by the City Council shall be referred to as the "final plat" or "Final Plat").
2. Drainage Calculations and Map. Subdivider shall provide drainage calculations and a drainage map for the Replatted Area for review and approval by the City

Engineer prior to execution and release of the final plat to the Subdivider for filing with the Sarpy County Register of Deeds, demonstrating easements required to convey major storm sewer events (hundred-year flood) over the surface of the property, in a form satisfactory to the City's Engineer. The City's release of the final plat shall be conditioned on Subdivider executing and delivering required easements as set forth in Exhibit "H," in form and content satisfactory to the City's Engineer, which easements Subdivider will record with the final plat.

Infrastructure Improvements. Subdivider at its sole cost shall design, acquire, construct, complete, maintain, repair and replace all public and private infrastructure improvements within the Replatted Area, as described or depicted in Exhibit "C", ("Infrastructure Improvements") in accordance with all applicable laws, rules, regulations, plans and specifications and within such timeframe as satisfactory to the City Engineer; provided, however:

- a. Perimeter Sidewalks. In connection with the construction of a building on any lot within the Replatted Area adjacent to Emiline Street or S. 118th Street, the owner of such lot shall install perimeter sidewalks along Emiline Street and S. 118th Street as described or depicted in Exhibit "C" in accordance with applicable laws, rules or regulations as they may from time to time exist, at such owner's sole cost. Provided, however, if any Private Improvements are constructed on any Lot within the Replatted Area before the end of the time period described in the preceding sentence, construction of sidewalks adjacent to such Lot shall be completed by the owner of such Lot at its sole cost and expense before a certificate of occupancy is issued for such Private Improvements.
- b. Traffic Signal Improvements. Subdivider shall construct the traffic signal improvements described or depicted in Exhibit "C" at its sole cost and expense.

All plans, specifications and contracts for any Infrastructure Improvements shall be in form and content satisfactory to the City Engineer, and subject to review and approval of the City Engineer before any award, execution, or commencement of work. All work connected with Infrastructure Improvements shall be subject to such inspections from time to time to the satisfaction of the City Engineer as the City Engineer determines necessary or appropriate

3. Storm Water Management Plan: Subdivider, at its sole cost, will comply with applicable requirements regarding storm water quality, storm water management, and weed and erosion control to the satisfaction of the City Engineer. Not in limitation of the foregoing sentence, post-construction storm water management features and related appurtenances shall be constructed on the Property, as shown on the Post Construction Storm Water Management Plan attached hereto as Exhibit "D." Plans and specifications for such storm water management improvements shall be prepared by Subdivider's engineer at Subdivider's sole cost and must be approved by the Public Works Department of City (City Engineer) prior to starting construction of such improvements.

“This Section 4 shall be binding on Subdivider and all successors and assigns of Subdivider; provided, however, that liability of Subdivider or of any such successor or assign under this Section 4 will be limited to any liability arising out of or resulting from the period that Subdivider or such successor or assign has any interest in any Lot or improvements in the Replatted Area.”

4. Storm Water Management Plan Maintenance Agreement: A Post-Construction Storm Water Management Plan Maintenance Agreement (“Maintenance Agreement”) in the form attached hereto as Exhibit “E” shall be entered into between Subdivider and City prior to starting construction of such improvements described in Section 4, after City has approved the exhibits to be attached thereto in form and content satisfactory to the City Engineer, including but not limited to the exhibit setting forth the BMP maintenance requirements, and further subject to any modifications to said Maintenance Agreement or exhibits that the City Engineer determines necessary or advisable. It is understood and agreed by City and Subdivider that the final version of the Maintenance Agreement shall:
- (A) identify that maintenance actions shall be private, and provide that all maintenance actions so identified shall be performed by ~~the~~ Subdivider at its expense,
 - (B) include provisions to control when post-construction stormwater features are to be constructed,
 - (C) differentiate between the requirements of construction site stormwater runoff controls and post-construction controls,
 - (D) provide that post-construction stormwater features shall not be installed until such time as they will not be negatively impacted by construction site runoff, and
 - (E) provide that permanent storm water detention ponds, riser structures and discharge pipes may be constructed during grading operations.

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

6. Watershed Management Fees: The Subdivider shall make payment to City for Watershed Fees. This fee for the Property shown on Exhibit “B” shall be computed in accordance with applicable provisions of the Master Fee Schedule set forth in the Master Fee Ordinance, as amended from time to time. Payment must be made to City’s Permits & Inspections Division before a building permit will be issued to construct improvements on any lot and before the commencement of construction of any such improvements. Payment shall be based on the City’s adopted fee rate that is in effect at the time the payment is made. Notwithstanding the foregoing, the City acknowledges and agrees that Subdivider has previously paid such Watershed Fees for the following 6.05 acres of the Replatted Area: Lot 2 Harrison Hills Replat 7.

7. Site Approval Precondition to Building Permit. Nothing herein shall be deemed a waiver or lessening of any of City's requirements for City approved site plan for any building prior to the issuance of a building permit therefor.
8. Public Access Roads or Driveways. Direct vehicular access to abutting streets shall be limited as indicated on the Replat, as finally approved by the City in the final plat. Roads and driveways identified in Exhibit "F" for use of the public shall be constructed to City-approved specifications and shall not be less than seven inches (7") P.C. concrete paving. The City shall have access to and over such roadways and driveways for any purpose it deems appropriate in the exercise of its general governmental powers, including but not limited to, inspection, police, fire and rescue and other public safety purposes, and the exercise of all rights granted to City by the terms of the Subdivision Agreement.
9. Staking Bond. Subdivider shall provide the City a staking bond-satisfactory to City Engineer, prior to City's release of the final plat of the Replatted Area.
10. Tract Sewer Connection Fees. A separate sanitary sewer connection agreement ("Sewer Connection Agreement") in form and content attached as Exhibit "G", subject to any additions, subtractions or changes the City Engineer determines necessary or advisable, shall be required of the owner of any Lot as a condition of issuance of a building permit for such Lot. Subdivider agrees that the terms and conditions for the benefit of the City that are contained in the sewer connection agreement filed with the Sarpy County Register of Deeds as Instrument Number 2021-41555 shall be incorporated into this Agreement to the same extent as if fully set forth herein and, except as otherwise provided in this Agreement or any separate Sewer Connection Agreement, equally applicable to the private sanitary sewer provided for herein and enforceable by City. Tract sanitary sewer connection fees shall be due and payable to the City in the following amounts prior to the issuance of a building permit for a particular lot:

	Area Previously Paid (Ac)		Outstanding Area (Ac)		Current Fee	
Harrison Hills Replat 8 - Lot 1	8.072	6.050	2.022	@	\$5,973.00	\$ 12,077.41
Harrison Hills Replat 8 - Lot 2	3.558	0.000	3.558	@	\$5,973.00	\$ 21,251.93
Harrison Hills Replat 8 - Lot 3	3.287	0.000	3.287	@	\$5,973.00	\$ 19,633.25
Harrison Hills Replat 8 - Lot 4	3.300	0.000	3.300	@	\$5,973.00	\$ 19,710.90
Harrison Hills Replat 8 - Lot 5	2.401	0.000	2.401	@	\$5,973.00	\$ 14,341.17
Harrison Hills Replat 8 - Lot 6	2.375	0.000	2.375	@	\$5,973.00	\$ 14,185.88
Harrison Hills Replat 8 - Lot 7	2.487	0.000	2.487	@	\$5,973.00	\$ 14,854.85
Harrison Hills Replat 8 - Outlot A	1.555	0.000	1.555	@	\$5,973.00	\$ 9,288.02
	27.035		20.985			\$125,343.41

The aforesated fee of \$_____ per acre is the rate now in effect and is subject to increase. The rate in effect at time of connection to the sanitary sewer system will be the rate paid, and any additional amounts owed shall be paid when a Lot is connected to the sanitary sewer system. Notwithstanding any other provisions of this Agreement, City retains the right to disconnect the sanitary sewer of any sewer user within the Replatted Area which is connected or discharging into the sanitary

sewer system in violation of any applicable ordinances, statutes, rules, or regulations.

11. Infrastructure to be at Private Expense. The cost of all infrastructure, improvements and easements within and serving the Replatted Area, including but not limited to parking and internal street improvements, ingress and egress, sanitary sewer, storm sewer, power, CATV, gas, water and cost of connection to external infrastructure shall be constructed, maintained, repaired and replaced at private expense and the sole cost and expense of Subdivider or any successor or assign of Subdivider to ownership of any Lot within the Replatted Area, and no part thereof shall be the responsibility of or at the expense of the City.
12. Easements. All proposed easements by the Subdivider, and easements required by the City, as set forth in Exhibit "H", for existing, proposed, or relocated public or private or shared improvements (sewers, utilities, roads or other infrastructure) shall be granted by instruments separate from the final plat, in form and content satisfactory to the City Engineer ("Easements"). Release of the final plat for recording shall be conditioned on execution and delivery of Easements for recording. The Easement documents shall outline rights, obligations and terms of the easements. Easements shall be recorded at the time of recording the final plat and copies of recorded Easements shall be provided to the City. Any proposed modification of any Easements shall be subject to approval of, and in form and content satisfactory to, the City Engineer, and recording of the modification by the Subdivider immediately after said approval is provided.
13. Ownership Representation. Subdivider, by signing below and the Final Plat of Harrison Hills Replat 8, does warrant and represent that it has executed the Final Plat by and through an authorized person, and that it is and shall continue to be the sole owner of 100% of the Replatted Area at date of execution of this Agreement and at date of recording the final plat, this Agreement, the Easements and Covenants.
14. Restrictive Covenants. Subdivider submitted proposed Declaration of Covenants, Conditions and Restrictions for Harrison Hills Replat 8, which are attached as Exhibit "I" ("Covenants"). As a condition of releasing the final plat to Subdivider for recording, the Covenants shall be executed and recorded by Subdivider as Declarant and sole owner of property in the Replatted Area. The Covenants, in addition to provisions expressly set forth therein, shall be deemed to include covenants of required compliance with all federal, state, county and city laws, rules and regulations applicable to the property within the Replatted Area, this Agreement and other applicable requirements ensuring maintenance, repair, replacement, ingress, egress, and use of common areas, infrastructure and improvements. If the requirements set forth in Covenants regarding maintenance, repair or replacement within the Replatted Area are not fully performed, the City, at its option but without any duty, may itself take such curative or remedial action as it determines appropriate, or cause such action to be taken, and assess any cost thereof against Association, Subdivider or any successor or assign of Subdivider, as the case may be, and applicable property, which assessment shall

be a lien against such property and accrue interest at the maximum rate of interest allowed under applicable Nebraska Revised Statutes, as amended from time to time.

15. Covenants Running With the Land. The final plat and this Agreement and the obligations, understandings and agreements contained or incorporated herein constitute perpetual covenants running with the land, shall be recorded with the Register of Deeds of Sarpy County, Nebraska, and shall be binding, jointly and severally, upon the Subdivider and Association, and all of their respective successors, assigns, lenders, mortgagees or others gaining or claiming any interest or lien in, to or against any property within the Replatted Area. The covenants herein shall be cumulative to, and not in lieu of, prior covenants running with the land, except to the extent this Agreement requires additional, greater or a higher standard of performance by Subdivider or Association. City shall have the right, but not the obligation, to enforce any and all covenants. It is further agreed that after City releases the final plat and this Agreement for recording, Subdivider promptly, and before any conveyance of any Lot or interest therein, will record the same, along with the Easements, Covenants and any other documents or instruments required to be recorded, with the Register of Deeds of Sarpy County, Nebraska. It is expressly agreed, however, that City shall not release the final plat or this Agreement for recording until City is satisfied that Subdivider concluded (closed), or made arrangements satisfactory to the City to conclude (close), transactions requiring the actual construction of Private Improvements within the Replatted Area. It is further expressly agreed that, if the condition described in the immediately preceding sentence has not occurred within twelve (12) months after the date of this Subdivision Agreement, Subdivider shall not be entitled without the written consent of the City to move forward with the project. Provided, however, the City Administrator periodically may extend the time for performance under this Section 16.
16. Exhibit Summary. The Exhibits attached hereto and incorporated herein by this reference and made a part hereof, are as follows:

Exhibit "A":	Legal description of the property involved.
Exhibit "B":	Replat of the area to be developed.
Exhibit "C":	Public Improvements
Exhibit "D":	Post Construction Storm Water Management Plan
Exhibit "E":	Post-Construction Storm Water Management Plan Maintenance Agreement
Exhibit "F":	Public Access Roads or Driveways
Exhibit "G":	Sewer Connection Agreement dated _____
Exhibit "H":	Easements
Exhibit "I":	Declaration of Covenants, Conditions and Restrictions for _____
17. Right to Enforce. Provisions of this Agreement may be enforced at law or in equity by the owners of land within the Replatted Area and may be enforced by the City at law, in equity or such other remedy as City determines appropriate. All rights

and remedies of a party, whether specified in this Agreement or otherwise provided, are cumulative.

18. Incorporation of Recitals. Recitals at the beginning of this Agreement are incorporated into this Agreement by reference.
19. Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, (i) each party agrees that neither it nor any subcontractor of the party shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, age, sex, disability, or national origin; and (ii) the City is a recipient of federal funds, and as a result all required contractual provisions related to such federal funds shall be deemed incorporated into this Agreement by this reference and binding upon the parties.
21. Assignment. This Agreement may not be assigned by any party without the express written consent of all parties.
22. Entire Agreement. This Agreement represents the entire agreement and understanding, and supersedes all prior understandings and agreements, written or oral, of the parties with respect to the matters contained herein. The Agreement may only be amended by a written amendment executed by all parties.
23. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the illegality or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed as if such illegal or unenforceable provision had never been included herein.
24. Applicable Law. This Agreement shall be governed by Nebraska law. Any claim or dispute arising out of or resulting from this Agreement shall be filed and resolved in and by the District Court of Sarpy County, Nebraska. Each party agrees that it shall not directly or indirectly contest or challenge jurisdiction or venue of or in such Court.
25. Counterparts. This Agreement may be executed in any number of counterparts, each and all of which shall be an original and constitute one and the same instrument

IN WITNESS WHEREOF, we, the parties hereto, by our respective duly authorized agents, hereto affix our signatures the day(s) and year(s) written below.

[Remainder of page intentionally blank, followed by signature pages.]

DRAFT

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2026, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____, personally known by me to be the _____ of _____ and identical person whose name is affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary acts and deeds of said Company.

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

Notary Public

ATTEST:

CITY OF LA VISTA

City Clerk

By _____
Mayor

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2026, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____, personally known by me to be the Mayor of the City of La Vista and _____, to me personally known to be the City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of said City.

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

Notary Public

_____ Owners Association Agreement

By signing below, the _____ Owners Association ("Associatlon"), jointly and severally with Subdivider, shall be bound by and subject to the Subdivision Agreement (_____) (Replat of Lot 2 Harrison Hills Replat 7, which shall henceforth be replatted as lots 1 through 7, inclusive, and Outlot A, Harrison Hills Replat 8.

_____ Owners Association

By: SIGNATOR NAME
Title: _____

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2026, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____, Director of _____, ("Association") personally known by me to be the identical person whose name is affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Association.

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

Notary Public

EXHIBIT "A"

DRAFT

EXHIBIT "B"

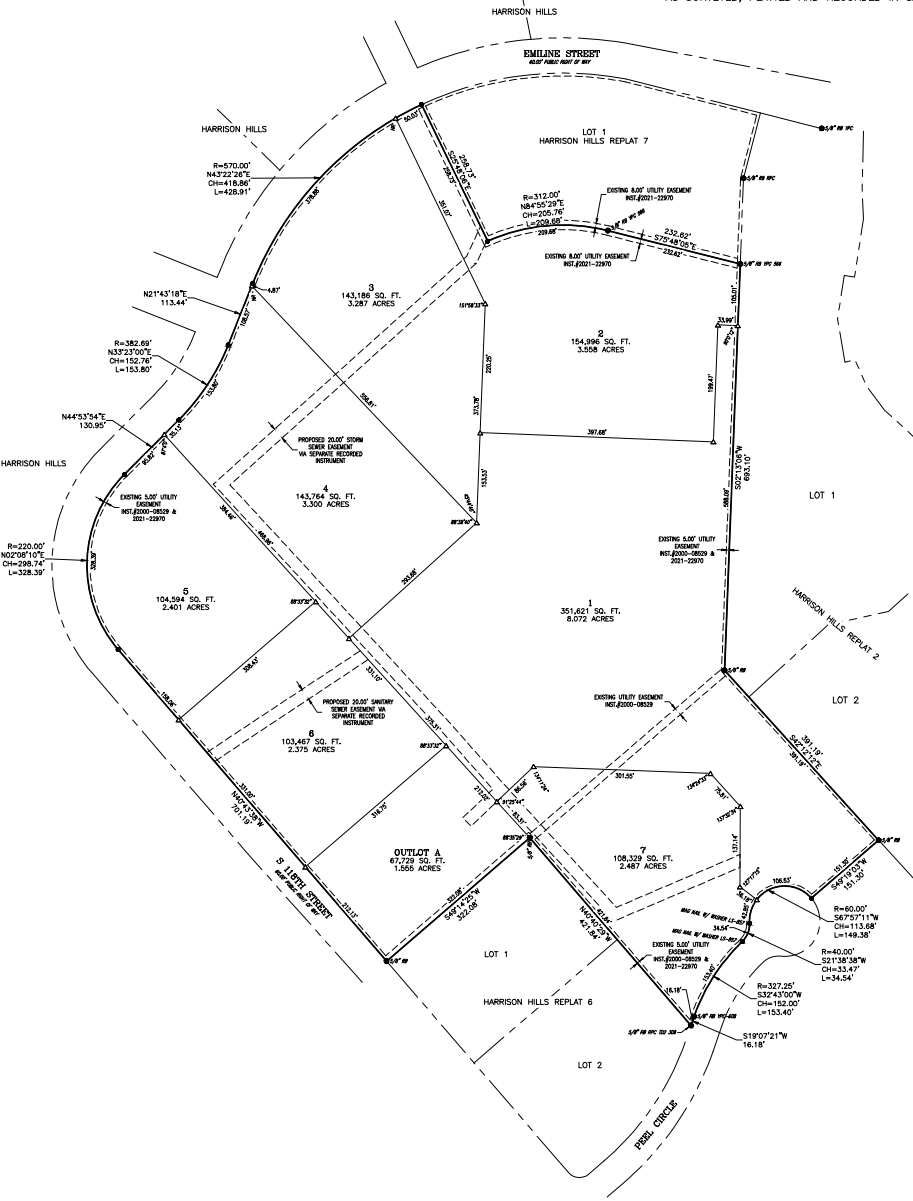
DRAFT

LOCATED IN:
 NW 1/4, NW 1/4, SEC. 17-14-12
 NE 1/4, NW 1/4, SEC. 17-14-12
 SW 1/4, NW 1/4, SEC. 17-14-12
 SE 1/4, NW 1/4, SEC. 17-14-12

HARRISON HILLS REPLAT 8

LOTS 1 THROUGH 7, INCLUSIVE, AND OUTLOT A

BEING A REPLATTING OF LOT 2, HARRISON HILLS REPLAT 7, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARY COUNTY, NEBRASKA



- LEGEND**
- BOUNDARY LINE
 - LOT LINE
 - EXISTING LOT LINE
 - EASEMENT
 - MONUMENT FOUND (5/8" REBAR W/ 1 1/4" YPC STAMPED LS-857, UNLESS NOTED OTHERWISE)
 - ▲ MONUMENT SET (5/8" REBAR W/ 1 1/4" YPC STAMPED LS-857, UNLESS NOTED OTHERWISE)
 - RB REBAR
 - YPC YELLOW PLASTIC CAP
 - RPC RED PLASTIC CAP

- NOTES**
1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
 2. ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
 3. ALL ANGLES ARE 90° UNLESS NOTED.
 4. ALL LOT LINES ON CURVED STREETS ARE RADIAL UNLESS OTHERWISE NOTED (NR).
 5. OUTLOT A IS FOR A STORM WATER BASIN.
 6. ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.
 7. ALL PROPOSED EASEMENTS WILL BE RECORDED VIA SEPARATE RECORDED INSTRUMENTS.
 8. NEW EASEMENTS SHOWN HEREON MAY BE SUBJECT TO CHANGE, REFER TO THE FINAL EASEMENT RECORDED DOCUMENT FOR THE OFFICIAL LOCATION.
 9. HORIZONTAL DATUM IS BASED ON THE SARY COUNTY LOW DISTORTION COORDINATE SYSTEM.

ACCEPTANCE BY LA VISTA CITY COUNCIL

THIS PLAT OF HARRISON HILLS REPLAT 8, LOTS 1 THROUGH 7, INCLUSIVE AND OUTLOT A, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ON THIS _____ DAY OF _____, 20____, IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

MAYOR _____

ATTEST _____
 CITY CLERK

APPROVAL OF CITY OF LA VISTA PLANNING COMMISSION

THIS PLAT OF HARRISON HILLS REPLAT 8, LOTS 1 THROUGH 7, INCLUSIVE AND OUTLOT A, WAS APPROVED BY THE LA VISTA CITY PLANNING COMMISSION THIS _____ DAY OF _____, 20____.

CHAIRPERSON, LA VISTA PLANNING COMMISSION

COUNTY TREASURER'S CERTIFICATE

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

COUNTY TREASURER _____ DATE _____

REVIEW BY SARY COUNTY PUBLIC WORKS

THIS PLAT OF HARRISON HILLS REPLAT 8, LOTS 1 THROUGH 7, INCLUSIVE AND OUTLOT A, WAS REVIEWED BY THE SARY COUNTY SURVEYOR'S OFFICE THIS _____ DAY OF _____, 20____.

SARY COUNTY SURVEYOR/ENGINEER _____

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAND SURVEYOR'S REGULATION ACT THAT THIS PLAT, MAP, SURVEY OR REPORT WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT IT WAS PERFORMED IN ACCORDANCE WITH THE LAND SURVEYOR'S REGULATION ACT IN EFFECT AT THE TIME OF THE SURVEY AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE AND CORRECT AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON THE BOUNDARY ON THE PLAT AND THAT PERMANENT MONUMENTS (5/8" REBAR W/ 1 1/4" YELLOW PLASTIC CAPS STAMPED PLS-857) WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS HARRISON HILLS REPLAT 8, LOTS 1 THROUGH 7, INCLUSIVE AND OUTLOT A, BEING A REPLATTING OF LOT 2, HARRISON HILLS REPLAT 7, SARY COUNTY, NEBRASKA.

CONTAINS 27.036 ACRES

JOHN S. HOWELL, P.L.S. 857

DATE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, STRECK, LLC, OWNERS, AND MORTGAGEES OF THE PROPERTY DESCRIBED IN THE CERTIFICATION OF SURVEY AND EMBRACED WITHIN THE PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN SAID SUBDIVISION TO BE HEREAFTER KNOWN AS HARRISON HILLS REPLAT 8, LOTS 1 THROUGH 7, INCLUSIVE AND OUTLOT A, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THE PLAT, AND WE DO HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE STREETS, AVENUES AND CIRCLES, AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT, WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, QWEST COMMUNICATIONS AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM, AND THE RECEPTION OR, OVER, THROUGH, UNDER AND ACROSS A FIVE-FOOT (5') WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN EIGHT-FOOT (8') WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN-FOOT (16') WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE-DISCRIBED ADDITION, SAID SIXTEEN-FOOT (16') WIDE EASEMENT WILL BE REDUCED TO AN EIGHT-FOOT (8') WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT BAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREN GRANTED.

FOR WATER AND GAS PERPETUAL EASEMENTS SHALL BE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, AND ANY NATURAL GAS PROVIDER, AND THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL STREET FRONTSAGES OF ALL LOTS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT BAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREN GRANTED.

STRECK, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNER

PRINTED NAME _____ SIGNATURE _____

PRINTED TITLE _____ MORTGAGEE

PRINTED NAME _____ SIGNATURE _____

PRINTED TITLE _____

ACKNOWLEDGEMENT OF NOTARIES

STATE OF NEBRASKA)
) SS

COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____.

BY (PRINTED NAME) _____ (PRINTED TITLE) _____ OF STRECK, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY.

SIGNATURE OF NOTARY PUBLIC _____

STATE OF NEBRASKA)
) SS

COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____.

BY (PRINTED NAME) _____ (PRINTED TITLE) _____ OF _____ ON BEHALF OF SAID BANK.

SIGNATURE OF NOTARY PUBLIC _____

LAMP REARSON

LAMP REARSON.COM
 OMAHA, NEBRASKA
 1470 S. 26TH ST., SUITE 200
 402-342-7400 FAX: 402-342-7401
 402-342-7402
 402-342-7403
 402-342-7404
 402-342-7405
 402-342-7406
 402-342-7407

FINAL PLAT

HARRISON HILLS REPLAT 8
 LA VISTA, SARY COUNTY, NEBRASKA

DESIGNER / DRAFTER
 JOHN HOWELL / RACHD BENNECKER
 DATE
 3/20/2028
 PROJECT NUMBER
 011887.10
 BOOK AND PAGE

SHEET 1 OF 1

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

REVISIONS

DESIGNER / DRAFTER
 JOHN HOWELL / RACHD BENNECKER
 DATE
 3/20/2028
 PROJECT NUMBER
 011887.10
 BOOK AND PAGE

SHEET 1 OF 1

EXHIBIT "C"

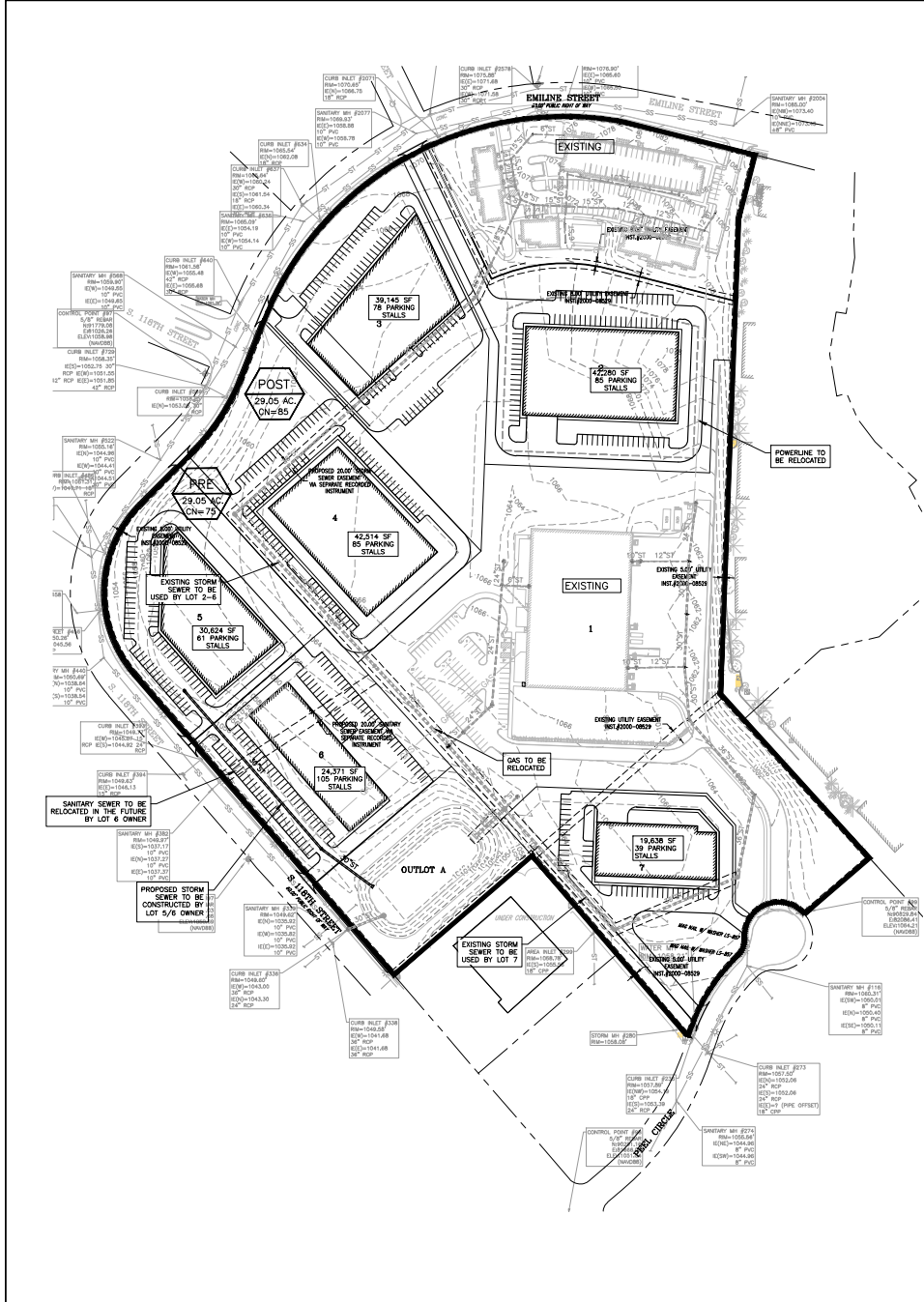
DRAFT

LOT 2 HARRISON HILLS REPLAT 7

DRAFT

EXHIBIT "D"

DRAFT

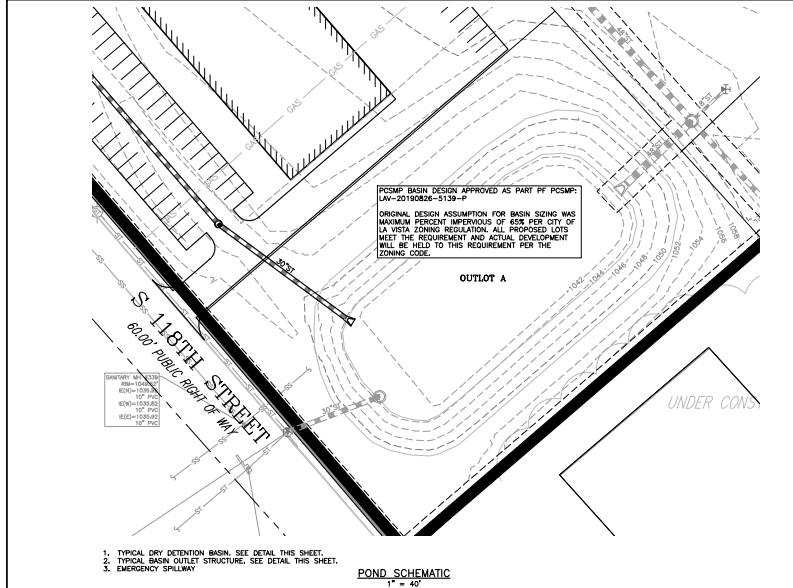
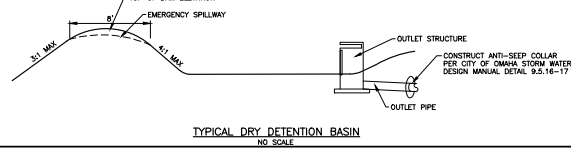
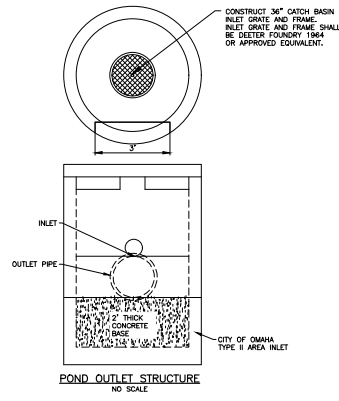


LEGEND

- DRAINAGE AREA NAME
- DRAINAGE AREA
- RUNOFF COEFFICIENT
- DRAINAGE SUB-BASIN DELINEATION
- PROPOSED CONTOUR
- EXISTING CONTOUR
- PROPERTY LINE

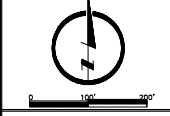
DESIGN SUMMARY	
PRE DEVELOPMENT CURVE NUMBER	75 (SOIL GROUP B GOOD CONDITION ROW CROP STRAIGHT ROW AND CROP RESIDUE COVER)
POST DEVELOPMENT CURVE NUMBER	80 (ASSUMES MAX 80% OF LOT IMPERVIOUS (CN 80) PER ZONING REGULATIONS FOR I-1 LIGHT INDUSTRIAL ZONING, REMAINING AREA FULLY DEVELOPED URBAN GOOD CONDITION SOIL GROUP B (CN 61))
POND INFORMATION	POND
DRAINAGE AREA	29.05 (LOTS 1 THROUGH 7)
1" RUNOFF VOLUME (CF)	52,726
DEPTH (FT)	8
FOOTPRINT AREA (SF)	35,611
VOLUME (CF)	200,200
OUTLET STRUCTURE DIAM. (IN)	96
OUTLET PIPE DIAM. (IN)	30

- RETENTION BASIN CRITERIA:**
- CAPTURE FIRST 1" OF RUNOFF FOR WATER QUALITY.
 - MATCH PRE-DEVELOPMENT FLOW RATES FOR 2-YEAR STORM.
 - MATCH 120% PREDEVELOPED FLOW RATES FOR 15-YEAR STORM.



LAMP RYNEARSON

LAMP RYNEARSON.COM
 OMAHA, NEBRASKA
 1417 W. 202ND ST. SUITE 100-1000
 FORT COLLINS, COLORADO
 475 KANAWAY DR. SUITE 200
 KANSAS CITY, MISSOURI
 801 STATE LINE RD. SUITE 200-2000
 MOBILE, AL. 36620-2000



PRELIMINARY
 NOT RELEASED FOR CONSTRUCTION

POST CONSTRUCTION STORM WATER MANAGEMENT EXHIBIT
 STRECK, INC. (HARRISON HILLS REPLAT 8
 SARY COUNTY, NEBRASKA



DESIGNER / DRAWN
 E. CASCIARELLA / CASPER, R. WELLS
 DATE
 02-17-2024
 PROJECT NUMBER
 0118087-50-003
 BOOK AND PAGE

SHEET
 1 OF 1

EXHIBIT "E"

DRAFT



2025-19027

09/10/2025 08:57:38 AM

Recording fees paid:
\$34.00

Deb Houghtaling

Pages: 5

COUNTY CLERK/REGISTER OF DEEDS

By: JB

Submitter: LAMP RYNEARSON AND ASSOCIATES

S-File



AGR

Exhibit D

Revised July 16, 2021

**POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
MAINTENANCE AGREEMENT AND EASEMENT**

LAV-20190826-5139-P

WHEREAS, Streck, LLC (hereinafter referred to as Property Owner) recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development located at Lot 2, Harrison Hills Replat 7 in the zoning jurisdiction of the City of La Vista, Sarpy County, Nebraska; and,

WHEREAS, the Property Owner (whether one of more) is the owner of the property described on Exhibit "A" attached hereto (hereinafter referred to as "the Property"), and,

WHEREAS, the City of La Vista (hereinafter referred to as "the City") requires and the Property Owner, and its administrators, executors, successors, heirs, tenants or assigns, agree that the health, safety and welfare of the citizens of the City require that the facilities be constructed and maintained on the property, and,

WHEREAS, the Post Construction Stormwater Management Plan, (hereinafter referred to as "PCSMP"), shall be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the covenants contained herein, and the following terms and conditions, the Property Owner agrees as follows:

1. The facility or facilities shall be constructed by the Property Owner in accordance with the PCSMP, which has been reviewed and accepted by the City of La Vista or its designee.
2. The Property Owner must develop and provide the "BMP Maintenance Requirements", attached here to as Exhibit "B", which have been reviewed and accepted by the City of La Vista or its designee. The BMP Maintenance Requirements shall describe the specific maintenance practices to be performed for the facilities and include a schedule for implementation of these practices. The BMP Maintenance Requirements shall indicate that the facility or facilities shall be inspected by a professional qualified in stormwater BMP function and maintenance at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be maintained and available for review by the City. Records shall be maintained for a period of three years.
3. The Property Owner, its administrators, executors, successors, heirs, or assigns, shall construct and perpetually operate and maintain, at its sole expense, the facilities in strict accordance with the attached BMP Maintenance Requirements accepted by the City of La Vista or its designee.
4. The Property Owner, its administrators, executors, successors, heirs, tenants or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. The City shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary. The City will require the Property Owner to provide, within 7 calendar days from the date of City's written directive, a written response addressing what actions will be taken

to correct any deficiencies and provide a schedule of repairs within a reasonable time frame. Whenever possible, the City shall provide notice prior to entry. The City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.

5. The Property Owner its administrators, executors, successors, heirs, tenants or assigns, agrees that should it fail to correct any defects in the facility or facilities within reasonable time frame agreed to in the response by the Property Owner for corrective actions, or shall fail to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by the City or its designee in its sole discretion, the City or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City or its designee deems necessary. Notwithstanding the foregoing, the City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.
6. The City or its designee shall have the right to recover from the Property Owner any and all reasonable costs the City expends to maintain or repair the facility or facilities or to correct any operational deficiencies subject to the provisions of the immediately preceding sentence relating to negligence or intentional acts of the City. Failure to pay the City or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City or its designee shall thereafter be entitled to bring an action against the Property Owner to pay, or foreclose upon the lien hereby authorized by this agreement against the property, or both. Interest, collection costs, and reasonable attorney fees shall be added to the recovery to the successful party.
7. The Property Owner shall not obligate the City to maintain or repair the facility or facilities, and the City shall not be liable to any person for the condition or operation of the facility or facilities.
8. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim unless due solely to the negligence of the City in which event the City shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the City and the Property Owner, each will be required to defend any such suit or claim against it at its own expense. Each shall be responsible for payment of any recovery to the extent determined in such suit. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligence or intentional act of the City.
9. The Property Owner shall not in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law.

Revised July 16, 2021

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 July 29, 2021.

INDIVIDUAL, PARTNERSHIP and/or CORPORATION

Streck, LLC
Name of Individual, Partnership and/or Corporation
John Noble
Name
Chief Operating Officer
Title
[Signature]
Signature

Name of Individual, Partnership and/or Corporation

Name

Title

Signature

ACKNOWLEDGMENT

Nebraska
State

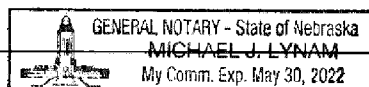
Sarpy
County

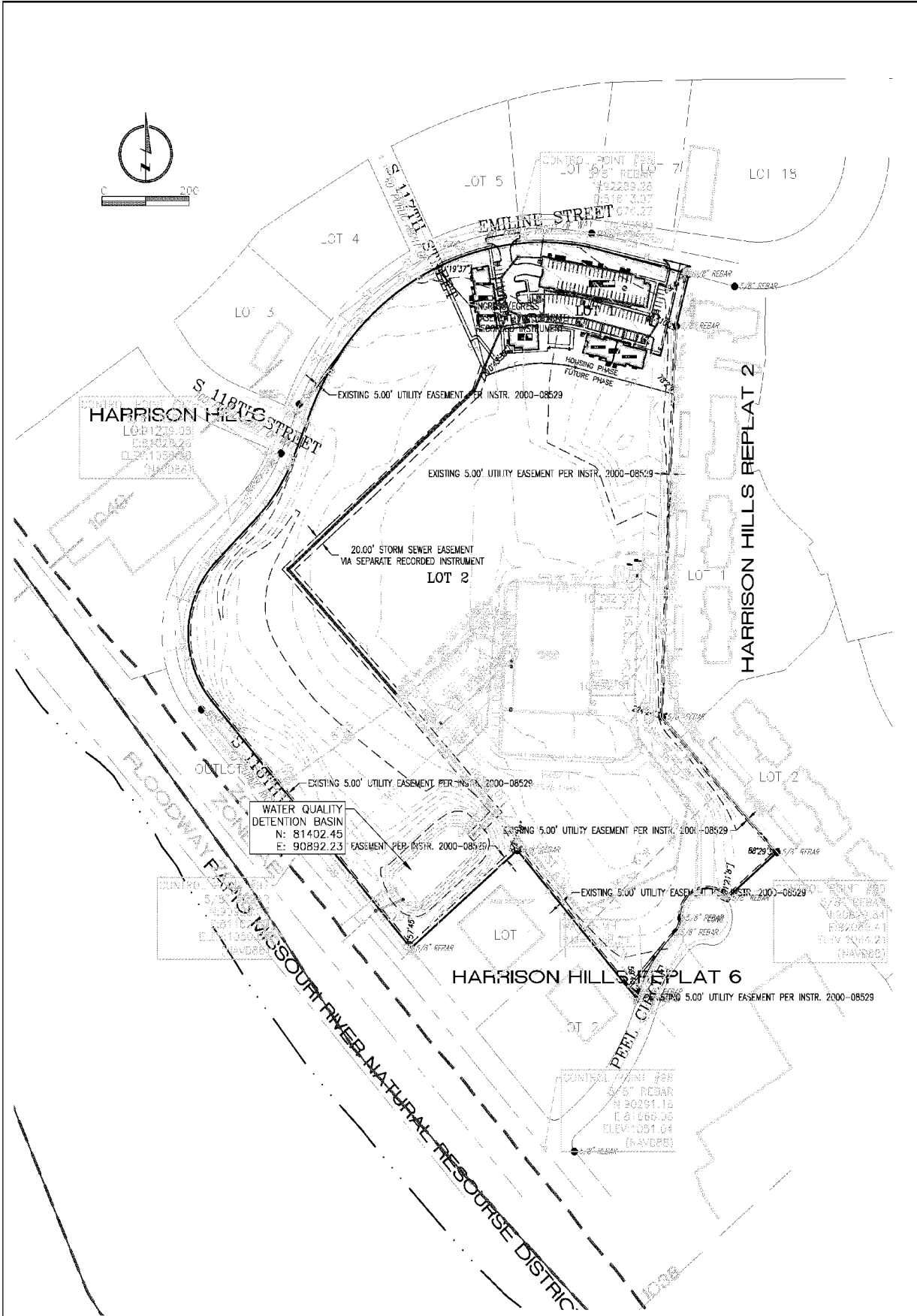
On this 29 day of July, 2021 before me, a Notary Public, in and for said County, personally came the above named: John Noble

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

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

[Signature]
Notary Public





LEGAL: WATER QUALITY POND (BMP01)
 LOT 2 HARRISON HILLS REPLAT 7
 ADDRESS: 11710 PEEL CIRCLE, LA VISTA NE

LAMP RYNEARSON LAMP RYNEARSON.COM	DESIGN / DRAFTER REVIEWER PROJECT NUMBER DATE SURFACE LOCATION BOOK AND PAGE	EXHIBIT A ATTACHMENT
	DESIGN / DRAFTER REVIEWER PROJECT NUMBER DATE SURFACE LOCATION BOOK AND PAGE	

Exhibit "B" BMP Maintenance Requirements

Name & Location

Project Name: Streck Labs
 Address: 11725 S 118th St, LaVista, NE
 PCWP Project Number: LAV-20190826-5139-GP1
 PCSMP Project Number: LAV-20190826-5139-P

Site Data

Total Site Area: 27.03 Acre
 Total Disturbed Area: 27.03 Acre
 Total Undisturbed Area: 0.0 Acre
 Impervious Area Before Construction: 0%
 Impervious Area After Construction: 65%

BMP Information

BMP ID	TYPE OF BMP	Northing/Easting
BMP01	Dry Detention	41° 11' 9.97" N, 96° 5' 42.12" W

Routine Maintenance and Tasks Schedule

Dry Detention Basin/Pond Maintenance Tasks and Schedules

Task	Schedule
Remove debris and trash from trash rack and side slopes	Monthly
Outlet/inlet inspection and cleanout	Monthly
Bank mowing and inspection/stabilization of eroded areas	Monthly
Basin inspection and cleanout	Annually – remove sediment when 25% of storage volume has been lost below elevation 1,043.5'
Remove woody vegetation along embankment	Annually
Inspect for structural damage	Annually
Inspect, exercise all mechanical devices	Annually
Repair broken pipes	As needed
Replace filtration riprap that has been choked with sediment	As needed
Security	As needed

Inspection Reports should be completed and kept on file with the Inspector and at the store location. Reports should be kept for a minimum of five years.

EXHIBIT "F"

DRAFT

EXHIBIT "G"

DRAFT



2021-41555

11/05/2021 12:58:14 PM

Recording fees paid:

\$58.00

Deb Houghtaling

Pages: 9

COUNTY CLERK/REGISTER OF DEEDS

By: JB

Submitter: LAMP RYNEARSON AND ASSOCIATES

S-File



AGR

Exhibit F

LOTS 1 and 2, HARRISON HILLS REPLAT 7
SEWER CONNECTION AGREEMENT
(Sanitary Sewer System)

THIS AGREEMENT, made and entered into in La Vista, Nebraska, on this 27 day of OCT, 2021, by and between the City of La Vista, a Municipal corporation in the State of Nebraska (hereinafter referred to as "City"), and Streck Inc. (hereinafter referred to as "Owner");

WITNESSETH:

WHEREAS, the Owner has constructed or is contemplating constructing sanitary sewer services within Lots 1 and 2, Harrison Hills Replat 7, a subdivision, shown on Exhibit "A" hereto; and

WHEREAS, Owner desires to provide for the flow, transportation and handling of sewage collected in or flowing into the sanitary sewer services constructed or to be constructed by it, and has requested the City to permit flowage thereof into the City sewerage system, and to provide for the processing of such sewage.

NOW, THEREFORE, in consideration of the mutual agreements and covenants of the parties hereto, the sufficiency of which is hereby acknowledged, it is agreed by and between the parties as follows:

I

For the purposes of this Agreement, the term "sewer system of the Owner" shall include, whether now in existence or hereafter constructed, all sanitary sewers, sanitary sewer services and appurtenances thereto which are shown on Exhibit "B" attached hereto.

For the purposes of this Agreement, the following, whether now in existence or hereafter constructed, shall be deemed a part of the sewer system of the City:

- A. Any sanitary sewer or system of sanitary sewers owned by the City; and
- B. Any sanitary sewer or system of sanitary sewers not a part of the sewer system of the Owner and not owned by City, but through which City has an easement, license or other right or other license to transport sanitary sewage.

II

Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the Owner to connect the sanitary sewer system of the Owner to the sanitary sewer system of the City in such manner and at such place or places as designated on plans submitted by the Owner and approved by the City.

III

Owner expressly promises, warrants, covenants and agrees that:

- A. The sewer system of the Owner will be constructed and, as required, reconstructed in strict accordance with the plans and specifications and location approved in writing by the City and in strict accordance with the minimum standards and requirements of construction adopted by City.

- B. The sewer system of the Owner shall be designed and constructed, and as required reconstructed, at the expense of Owner and the property therein and at no expense to the City.
- C. The sewer system of the Owner shall comply with all applicable Federal and State laws and regulations in general and with all applicable laws and regulations of the City, with reference to use, operation and maintenance of the system.
- D. The sewer system of the Owner shall at all times be properly maintained and kept in good operating order and repair at no cost to City. The Owner's obligation in this connection shall survive the term of this Agreement to the extent provided in Paragraph IV, infra.
- E. In the event that City's engineers find that there is anything in the construction, maintenance or operation of the sewer system of the Owner which will, in the opinion of City's engineers, be detrimental to the proper operation of the sewer system of City, or any part thereof, the Owner will, on notice thereof, promptly correct said defect.
- F. In the event the Owner for any reason fails in any respect as to its covenants contained in this Paragraph III, then City may, at its option, perform such maintenance and repair or correct such defects and the Owner, upon written demand by City, shall promptly reimburse City for all work, services, materials and other expenses incurred or expended by City in connection therewith.
- G. At all times all sewage flowing into, passing through or from the sewer system of the Owner shall be in conformity with the ordinances, regulations and conditions applicable to sewage and sewers within the City, as they may change from time to time. In no event shall Owner, without prior written consent of City, permit or suffer any type of sewage to flow into, pass through or from the sewerage system of the Owner, in violation of such ordinances, regulations and conditions.
- H. In respect to any industrial use or connection to the sewer system of the Owner, the City may condition such approval upon such terms as it deems necessary to protect the sewer systems of the Owner and the City.

In furtherance of the foregoing, the Owner shall, whenever necessary, provide at their expense such preliminary treatment as may be necessary to meet the applicable ordinance, regulation or condition. Such preliminary treatment facilities shall be maintained continuously in satisfactory and effective operation at no expense to the City.

The Owner shall allow any duly authorized representative of City to enter upon such property at reasonable times for the purpose of inspection, observation, measurements, sampling and testing of sewage.

- I. The Owner shall not cause, suffer or permit to be connected to the sewer system of the Owner any sewer lines or sewers serving, directly or indirectly, any area outside its boundaries.
- J. The Owner is, or at time of construction will be, the Owner of the entire proposed sanitary sewer system situated within its boundaries.
- K. The Owner will indemnify and save harmless the City, its officers, employees and agents, from all construction costs, loss, damage, claims and liability of whatsoever kind or character due to or arising out of any acts, conduct, omissions or negligence of the Owner, its officers, agents, employees, contractors, subcontractors and anyone acting under the direction of the Owner, in doing any work or construction of the sewer system of the Owner, or by or in consequence of any performance of the obligations of this Agreement.

- L. The Owner shall promptly file all reports, pay all connection fees and perform all other obligations of the Owner provided for in this Agreement or otherwise required by state statutes or the City's ordinances as amended and supplemented from time to time.
- M. Subject to the provisions of Paragraph V, infra, the Owner is and shall be bound to and by any provisions of any ordinance, rule or regulation relating to sewer use fees provided for under said Paragraph V, infra, hereinafter made and adopted by City or Sarpy County.
- N. Any water distribution system serving the Owner shall be constructed and operated by the Metropolitan Utilities District.

IV

The herein granted easements and licenses to City and the herein contained covenants of perpetual maintenance and repair by the Owner shall be perpetual, notwithstanding the fact that this Agreement is for a term of 20 years.

V

Owner further expressly promises, warrants, covenants and agrees that no connection shall be made to the sewer system of the City until a permit therefore shall have been obtained from City and the appropriate connection fee paid to City. Owner shall:

- A. Require the person, firm or entity to whose property the connection is being made to:
 - 1. pay to City the applicable sewer connection fees as prescribed by the ordinances of the City of La Vista in effect at the time of the connection;
 - 2. obtain from the City a permit to so connect, as may be required by the ordinances of the City of La Vista in effect at the time of the connection.
- B. Enter into agreements as shall be necessary to:
 - 1. assure the said obtaining of a permit from City and payment of connection fees to City;
 - 2. require the disconnection of any connection made to the sewer system of the City which shall have been made without the proper permit from the City and payment of connection fees to City;
 - 3. assure that all connections to the sewer system of the City will be made in accordance with applicable ordinances, regulations and specifications.
- C. Upon the demand of City, the Owner shall pay to City the amount of any connection fee owing City for any connection to the sewer system of the Owner or of the City which shall not have been previously paid to the City by the person, firm or entity to whose property the connection shall have been made.
- D. Upon notice by City, the Owner shall immediately cause to be disconnected any connection to the sewer system which has been made without the required permit from the City or which is in contravention of the ordinances, regulations or specifications of the City of La Vista pertaining to sewer connections.

VI

The Owner shall facilitate collection of sewer service and sewer use fees as may be prescribed by City ordinance. Except as may be otherwise provided by City, such fees shall be based upon water consumption with chargeable water flow computed in the manner employed by Metropolitan Utilities District, which shall collect sewer service or use fees in conjunction with its collection of charges for water use.

VII

In the event of the Owner's breach of any of the terms and conditions hereof or any warranty or covenant herein made by the Owner, then:

- A. In the case of a breach of any term or condition, warranty or covenant, pertaining to the actual construction, reconstruction, repair, maintenance or operation of the sewer system of the Owner, Owner shall, within five (5) days from receipt of City's notice of such breach, commence to take corrective measures or such measures as may be reasonably requested by the City, and the Owner shall pursue with due diligence such corrective measures to completion as soon thereafter as possible to the reasonable satisfaction of City.
- B. In the case of any other type of breach by the Owner, the Owner shall cure said breach to the reasonable satisfaction of City within thirty (30) days from receipt of City's notice of such breach; provided however, that if the nature of Owner's breach is such that more than thirty (30) days are reasonably required for its cure, then the Owner shall not be deemed to be in breach if the Owner commenced such cure within thirty (30) day period and thereafter diligently prosecutes such cure to completion.
- C. In the event the Owner shall fail to cure any breach within the applicable time and manner afore-prescribed, City may:
 1. Upon giving the Owner sixty (60) days notice of City's intent to do so, City may require the Owner to disconnect the sewer system of the Owner from the sewer system of the City, or the City may itself cause such disconnection to be made, if at the expiration of said sixty (60) day period the breach is not cured to the reasonable satisfaction of City. Any such disconnection shall be made at the expense of the Owner.
 2. In the event the breach pertains to the actual construction, reconstruction, repair, maintenance or operation of the sewer system of the Owner, City shall have the absolute right, at its option, to itself perform the work necessary for the requested corrective measures, or to complete the corrective measures commenced by the Owner, as the case may be, in either of which events the owner agrees:
 - (a) Owner shall immediately reimburse City for any and all expense incurred by City in connection therewith.
 - (b) Owner shall indemnify and hold harmless City, its officers, employees and agents, from any expenses, costs, claim, action, cause of action, or demand arising out of City's taking or completing said corrective measures.
 3. In addition to whatever other remedies are granted to City herein, City may avail itself of all other rights and remedies that City may have pursuant to any statute, law, or rule of law or equity, including, but not limited to the right to specifically enforce full compliance by the Owner of the terms and conditions of this Agreement, including all warranties and covenants and agreements herein made by the Owner, by both mandatory and prohibitory injunction.

VIII

The term of this Agreement shall be twenty (20) years from and after date hereof; provided, however, that unless one of the parties hereto shall advise the other party in writing of its desire not to do so, this Agreement shall be automatically renewed on the same terms and conditions as herein set forth for additional successive terms of twenty (20) years each. Said written advice shall be given at least six (6) months prior to the end of the original term or additional term, as the case may be, which said party giving such notice desires to be the final term of this Agreement. At the end of the final term of this agreement, whether same be at the end of the original term or at the end of a renewal term, Owner shall, at its own expense disconnect, reconstruct, remove or modify such sewer mains and sewer main connections as City shall deem necessary to prohibit the flow of Owner's sewage into the sewer system of City and to assure the City's continued use of the perpetual easements and licenses granted to it in this Agreement.

IX

The failure of either party to exercise its rights upon any default by the other shall not constitute a waiver of such rights as to any subsequent default.

X

A listing of the Schedule of Exhibits hereto is as follows:

Exhibit "A": Final Plat of Harrison Hills Replat 7
Exhibit "B": Illustration of Sewer system of the Owner

XI

If any provisions of this Agreement are held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions of this Agreement which can be given effect without the invalid or unconstitutional provision and to this end, each paragraph, sentence and clause of this Agreement shall be deemed severable; provided, however, that, if in the sole opinion of City, the removal or inoperative effect of any such provision so declared invalid or unconstitutional shall materially affect City's rights hereunder, then City may terminate this Agreement, effective as of the date of City's written notice; whereupon the Owner shall:

- A. Pay to City all sums due under the terms of this Agreement to City at the time of termination, including all connection fees and sewer use fees accrued as of said date.
- B. At Owner's own expense, disconnect, reconstruct, remove or modify such sewer mains and sewer main connections, as City shall deem necessary to prohibit the flow of the Owner's sewage into the sewer system of the City.

XII

Both parties acknowledge and agree that this written Agreement, including all exhibits hereto, constitutes the entire agreement of the parties and that there are no warranties, representations, terms or conditions other than those set forth herein.

XII


The provisions of this Agreement shall be binding upon the parties hereto and their successors.

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

ATTEST:

CITY OF LA VISTA, a municipal corporation
in the State of Nebraska

Pamela Buethe _____ *Douglas Kindig* _____
 PAMELA BUETHE, CITY CLERK DOUGLAS KINDIG, MAYOR



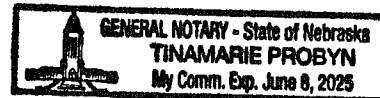
ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
 COUNTY OF SARPY)

On this 27th day of October, 2021 before me, a
 Notary Public, duly commissioned and qualified in and for said County,
 appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista and Pamela
 Buethe, to me personally known to be the City Clerk of the City of La Vista, the identical persons whose
 names are affixed to the foregoing Agreement, and they acknowledged the execution thereof to be their
 voluntary act and deed.

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

Tinamarie Probyn _____
 Notary Public



Streck Inc. a Nebraska corporation

By: Constance Ryan
CEO

Its: Owner

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

On this 11 day of October, 2021 before me, a

Notary Public, duly commissioned and qualified in and for said County, appeared

Constance Ryan, Owner of Streck, Inc. a Nebraska corporation, personally known to me to be identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of said Company.

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

Michael J. Lynam
Notary Public

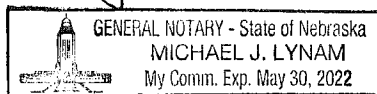


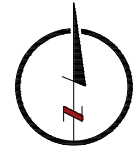
EXHIBIT "H"

DRAFT

EASEMENT EXHIBIT

LEGAL DESCRIPTION

(SEE SHEET 2 FOR COMPLETE LEGAL DESCRIPTION)



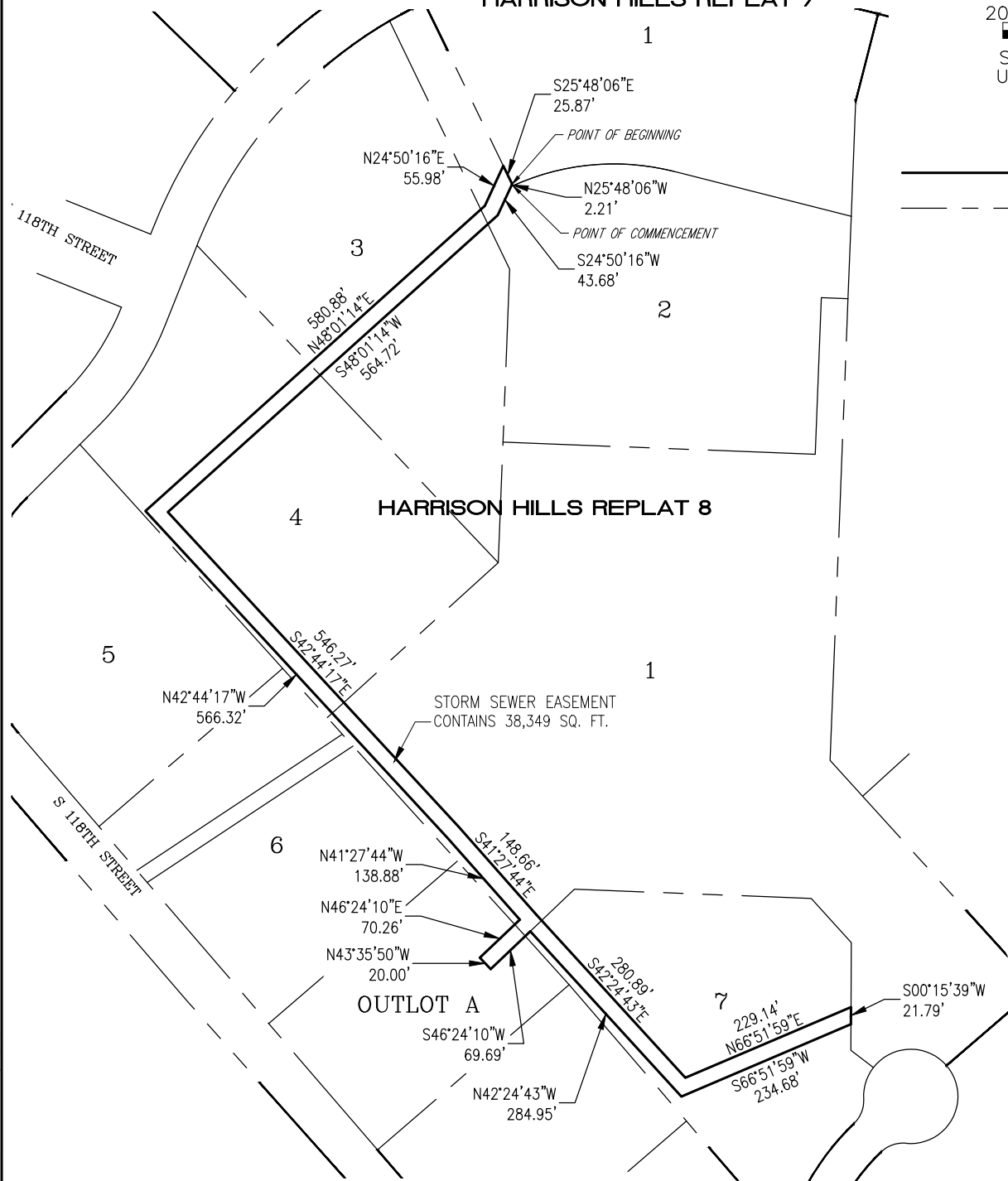
200 0
SCALE: 1" = 200'
U.S. SURVEY FEET

LEGEND

- EASEMENT LINE
- LOT LINE

HARRISON HILLS REPLAT 7

HARRISON HILLS REPLAT 8



SHEET 1 OF 2

LAMP RYNEARSON

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

DESIGNER / DRAFTER

JLS / RER

REVIEWER

JOHN HOWELL

PROJECT NUMBER

0118087

DATE

2/10/2026

SURFACE LOCATION

BOOK AND PAGE

EASEMENT
EXHIBIT

L:\Engineering\0118087 - Street, Loba SURVEY\DRAWINGS\0118087-RP8.dwg, 6/10/2026 3:47:06 PM, RACHEL RENNECKER, LAMP RYNEARSON

EASEMENT EXHIBIT

LEGAL DESCRIPTION

A PERMANENT 20.00 FEET WIDE EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF STORM SEWER OVER PART OF LOTS 1 THROUGH 4, LOT 7, AND OUTLOT A, HARRISON HILLS REPLAT 8, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, HARRISON HILLS REPLAT 7, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA;

THENCE NORTH 25°48'06" WEST (BEARINGS REFERENCED TO THE FINAL PLAT OF HARRISON HILLS REPLAT 8) FOR 2.21 FEET ON THE WEST LINE OF SAID LOT 1, TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 24°50'16" WEST FOR 43.68 FEET;

THENCE SOUTH 48°01'14" WEST FOR 564.72 FEET;

THENCE SOUTH 42°44'17" EAST FOR 546.27 FEET;

THENCE SOUTH 41°27'44" EAST FOR 148.66 FEET;

THENCE SOUTH 42°24'43" EAST FOR 280.89 FEET;

THENCE NORTH 66°51'59" EAST FOR 229.14 FEET TO THE EAST LINE OF SAID LOT 7;

THENCE SOUTH 00°15'39" WEST FOR 21.79 FEET ON SAID EAST LINE;

THENCE SOUTH 66°51'59" WEST FOR 234.68 FEET;

THENCE NORTH 42°24'43" WEST FOR 284.95 FEET;

THENCE SOUTH 46°24'10" WEST FOR 69.69 FEET;

THENCE NORTH 43°35'50" WEST FOR 20.00 FEET;

THENCE NORTH 46°24'10" EAST FOR 70.26 FEET;

THENCE NORTH 41°27'44" WEST FOR 138.88 FEET;

THENCE NORTH 42°44'17" WEST FOR 566.32 FEET;

THENCE NORTH 48°01'14" EAST FOR 580.88 FEET;

THENCE NORTH 24°50'16" EAST FOR 55.98 FEET TO THE WEST LINE OF SAID LOT 1, HARRISON HILLS REPLAT 7;

THENCE SOUTH 25°48'06" EAST FOR 25.87 FEET TO THE POINT OF BEGINNING.

CONTAINS 38,349 SQUARE FEET.

SHEET 2 OF 2

**LAMP
RYNEARSON**

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

DESIGNER / DRAFTER

JLS / RER

REVIEWER

JOHN HOWELL

PROJECT NUMBER

0118087

DATE

6/10/2026

SURFACE LOCATION

BOOK AND PAGE

EASEMENT
EXHIBIT

EXHIBIT "I"

DRAFT



City of La Vista
Mayor and City Council Report
July 7, 2026 Agenda

Item: H

Subject:	Type:	Submitted By:
Conditional Use Permit - StovePipe Engraving, LLC	Resolution	Cale Brodersen, Senior Planner

Synopsis

A public hearing has been scheduled and resolution prepared for Council to consider an application for a Conditional Use Permit by StovePipe Engraving, LLC to operate a home occupation custom engraving and gunsmithing business on Lot 110 Granville East, located at 7708 Meadow Lane.

Fiscal Impact

N/A.

Recommendation

Approval.

Background

Prior to the operation of a business by a homeowner at their home in La Vista's city limits or ETJ where customers come to the residence, the homeowner must first obtain approval of a conditional use permit for a home occupation, per Section 7.10.11 of the La Vista Zoning Ordinance. Homeowner Brandon Krecklow seeks to operate a business in which he will offer custom engraving of a wide variety of customer items. One such item that he has received interest from potential customers in engraving is firearms. The Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) considers the engraving of firearms to be gunsmithing, and requires the applicant to obtain and maintain a Federal Firearms License (FFL) to perform such work. The process to obtain an FFL includes a background check, interview, and home inspection.

In compliance with Section 7.10.10.2 of the La Vista Zoning Ordinance, the applicant has supplied a form with signatures from 75% of the households within 200 feet of his property signifying that they have no objection to the operation of the home occupation as proposed. A draft of the Conditional Use Permit, including the conditions regulating the home occupation, is included as an attachment to this staff report.

The Planning Commission held a public hearing on June 4, 2026 and voted 5-0-0 to recommend approval of the Conditional Use Permit to the City Council, as the request is consistent with La Vista's Comprehensive Plan and Zoning Ordinance.

Attachments

1. Resolution - CUP StovePipe Engraving
2. StovePipe Engraving CUP Report

RESOLUTION NO. 26-__

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR STOVEPIPE ENGRAVING, LLC FOR A HOME OCCUPATION ON LOT 110 GRANVILLE EAST.

WHEREAS, StovePipe Engraving, LLC has applied for approval of a Conditional Use Permit for a home occupation for custom engraving and gunsmithing on Lot 110 Granville East, located at 7708 Meadow Lane; and

WHEREAS, the La Vista Planning Commission reviewed the application on June 4, 2026 and recommends approval; and

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

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, with such modifications that the City Administrator or City Attorney may determine necessary or advisable, for StovePipe Engraving, LLC to allow for a home occupation offering custom engraving and gunsmithing on Lot 110 Granville East.

PASSED AND APPROVED THIS 7TH DAY OF JULY, 2026.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Rachel Carl, CMC
City Clerk



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

CASE NUMBERS: PCUP26-0003;

FOR HEARING OF: JULY 7, 2026
REPORT PREPARED ON: JUNE 23, 2026

I. GENERAL INFORMATION

A. APPLICANT:

StovePipe Engraving, LLC
Attn: Brandon Krecklow
7708 Meadow Lane
La Vista, NE 68128

B. PROPERTY OWNER:

Brandon Krecklow
7708 Meadow Lane
La Vista, NE 68128

C. LOCATION: 7708 Meadow Lane, La Vista, NE 68128

D. LEGAL DESCRIPTION: Lot 110 Granville East

E. REQUESTED ACTION(S): Approval of a Conditional Use Permit for a home occupation for a custom engraving business.

F. EXISTING ZONING AND LAND USE: R-1 Single-Family Residential.

G. PURPOSE OF REQUEST: Allow for the operation of a custom engraving business in a portion of the single-family home located at 7708 Meadow Lane.

H. SIZE OF SITE: Approximately .27 acres.

II. BACKGROUND INFORMATION

A. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

<u>Direction From Subject Property</u>	<u>Future Land Use Designation</u>	<u>Current Zoning Designation</u>	<u>Surrounding Development</u>
North	Urban Medium Intensity Residential	R-1 Single-Family Residential	Single-family homes; Granville East Neighborhood
East	Urban Medium Intensity Residential	R-1 Single-Family Residential	Single-family homes; Granville East Neighborhood
South	Urban Medium Intensity Residential	R-1 Single-Family Residential	Single-family homes; Granville East Neighborhood
West	Urban Medium Intensity Residential	R-1 Single-Family Residential	Single-family homes; Granville East Neighborhood

B. RELEVANT CASE HISTORY: N/A

C. APPLICABLE REGULATIONS:

1. Section 5.06 of the Zoning Regulations – R-1 Single-Family Residential
2. Article 6 of the Zoning Regulations – Conditional Use Permits
3. Section 7.10 of the Zoning Regulations – Home Occupations
4. Regulations of the Federal Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the requirements of the Federal Firearms License (FFL)

III. ANALYSIS

A. COMPREHENSIVE PLAN: N/A

B. OTHER PLANS: N/A.

C. TRAFFIC AND ACCESS:

1. The property has driveway access to Meadow Lane.

D. UTILITIES: N/A

E. PARKING REQUIREMENTS:

1. Client parking will be limited to the driveway on the property.

IV. REVIEW COMMENTS:

- A.** The applicant seeks to operate a business in which he will offer custom engraving of a wide variety of customer items. One such item that he has received interest from potential customers in engraving is firearms. The Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) considers the engraving of firearms to be gunsmithing and requires a gunsmithing license to perform such work. In order to operate a gunsmithing business, the applicant must maintain a Federal Firearms License (FFL) at all times and adhere to the rules and regulations of the ATF. The process to obtain an FFL includes a background check, interview, and inspection. If the applicant's FFL lapses, expires, or terminates, the Conditional Use Permit authorizing the gunsmithing Home Occupation will also terminate. Confirmation of local zoning approval (a valid conditional use permit) is part of the process for the applicant to obtain his FFL. Any inspection reports issued by the ATF to the applicant shall be submitted to the La Vista Community Development Department immediately upon receipt.
- B.** Consistent with past home occupation conditional use permits issued by the City of La Vista related to operations that allow gunsmithing activities, the following conditions have been placed in the draft CUP attached as Exhibit "D":
1. Owner shall comply with all sections of the International Fire Code, and NFPA 101 Life Safety Codes (2012) regarding the storage of small arms ammunition and its components in an R occupancy.
 2. Owner shall comply (and shall ensure that all, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the premises at any time comply) with any applicable federal, state and/or local laws, regulations, or other requirements, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
 3. Fire escape routes shall be properly designated.
 4. There will be no test firing or discharge of the firearms on the premises.
- C.** As the proposed home-occupation would result in customers coming to the home, it is considered a "Major Home Occupation" per the La Vista Zoning Ordinance. One requirement of Major Home Occupations is that a minimum of seventy-five percent (75%) of the households within two hundred feet (200') of the proposed home occupation shall indicate no objections, in writing, to the operation of such home occupation. The applicant has provided the City with a "no objections form" that includes signatures from 75%

of the required surrounding properties. This “No Objections Form” satisfies the City’s requirement, and is attached as Exhibit “C”.

- D. Waste materials from activities shall be properly disposed of as per Nebraska Department of Environmental Quality (NDEQ) guidelines.
- E. All firearms on the premises shall be stored in acceptable safes while they are not being worked on or returned to their owner.
- F. Additional information about the proposed use is included in the “Operating Statement” as an attachment to the Draft Conditional Use Permit attached to this staff report as Exhibit “E”.

V. STAFF RECOMMENDATION – CONDITIONAL USE PERMIT:

Staff recommends approval of the Conditional Use Permit for Lot 492 Millard Highlands South Replat, with the requirements outlined in this staff report, as the request is consistent with La Vista’s Comprehensive Plan and Zoning Ordinance.

VI. PLANNING COMMISSION RECOMMENDATION – CONDITIONAL USE PERMIT:

The Planning Commission held a public hearing on June 4, 2026 to review this application and voted 5-0-0 to recommend approval of the Conditional Use Permit for Lot 492 Millard Highlands South Replat, with the requirements outlined in this staff report, as the request is consistent with La Vista’s Comprehensive Plan and Zoning Ordinance.

VII. ATTACHMENTS TO REPORT:

- A. Vicinity Map
- B. Review Letters
- C. No Objections Form
- D. Draft Conditional Use Permit
- E. Public Hearing Notice Documentation

VIII. COPIES OF REPORT SENT TO:

- A. Brandon Krecklow, StovePipe Engraving
- B. Public Upon Request



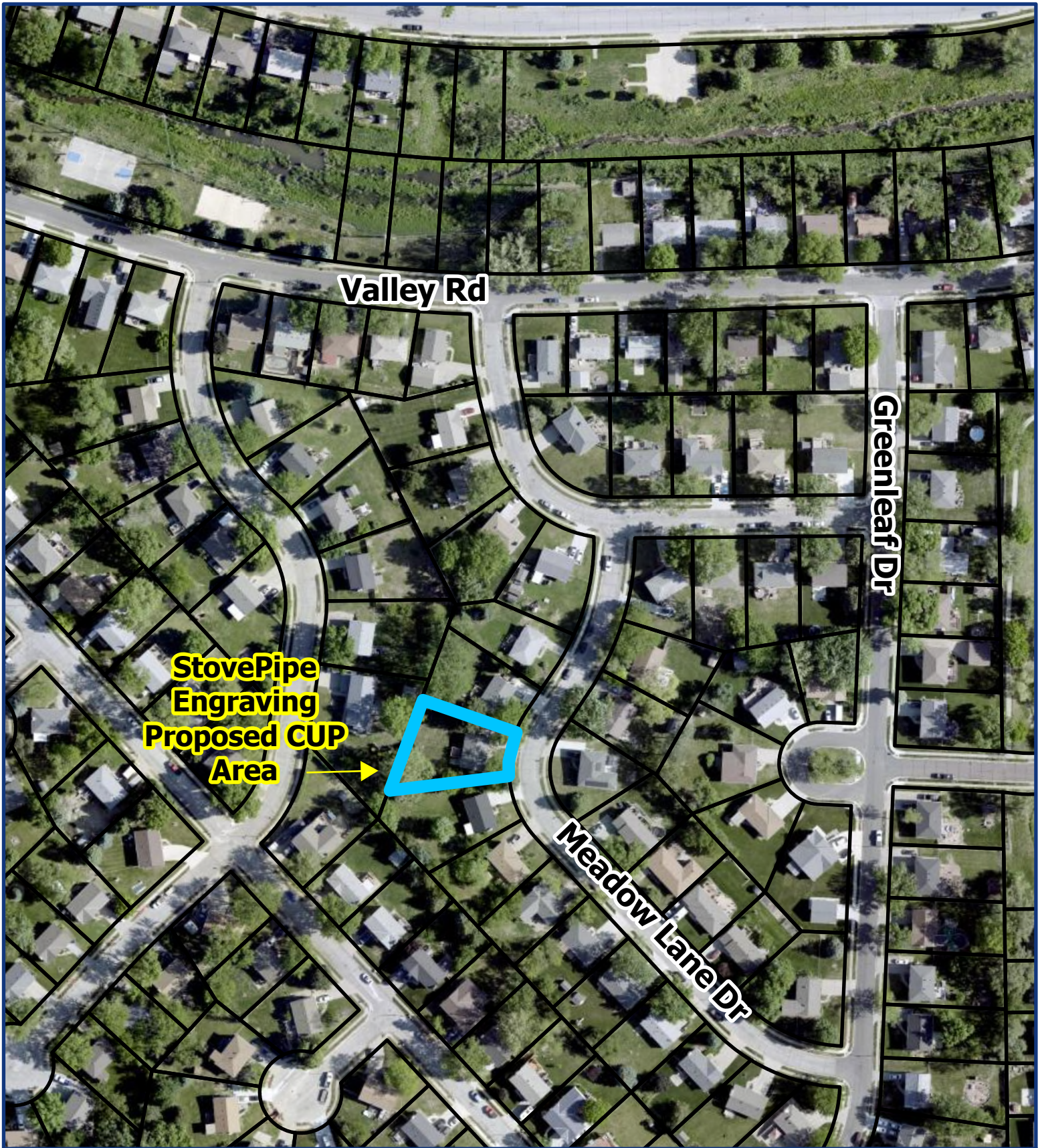
Prepared by: Senior City Planner



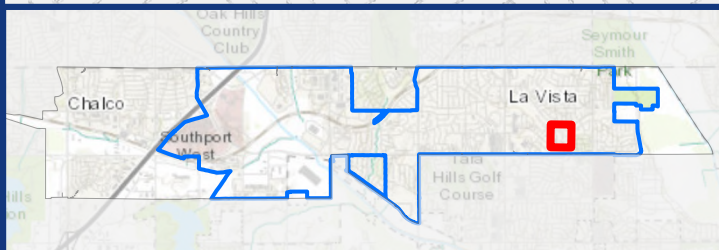
Community Development Director

6/23/26



Date



StovePipe Engraving, LLC- CUP - Vicinity Map



Legend

-  Property Lines
-  CUP Boundary





May 11, 2026

StovePipe Engraving, LLC
Attn: Brandon Krecklow
7708 Meadow Lane
La Vista, NE 68128

RE: Conditional Use Permit – Initial Review
Lot 110 Granville East
Home Occupation – Gunsmithing/Engraving

Dear Mr. Krecklow,

Thank you for your submittal of the above referenced Conditional Use Permit (CUP) application. Staff has reviewed the initial submittal and has provided the following initial comments:

Section 6.05.10:

- 1. Parking related to the proposed use, including parking for customers and deliveries, shall be confined to the driveway. Appointments should be limited in size and schedule as to contain parking to the driveway.

Section 7.10:

- 2. The proposed use shall remain in compliance with Section 7.10 of the La Vista Zoning Ordinance, attached to this letter for your reference. Please confirm that the operation will conform to each of the listed requirements, including that the home occupation will not utilize more than 25% of your home.

General Comments:

- 3. Owner shall forward any and all inspection reports received from the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) per the requirements of the Federal Firearms License to the City of La Vista Community Development Department immediately upon receipt.

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. Waste material from activities shall be properly disposed of as per all Nebraska Department of Environmental Quality (NDEQ) guidelines and other applicable laws, regulations and requirements as in effect or amended from time to time.
5. Fire escape routes shall be properly designated.
6. Please provide evidence that the owner of the home is also listed as an owner or partner in the business (StovePipe Engraving, LLC) registered with the State of Nebraska.
7. Please clarify the operating hours within which appointments will be made/conducted, and include these details in your operating statement.
8. A draft Conditional Use Permit will be drafted upon receipt of your resubmittal, and shared with you in advance of the Planning Commission review and public hearing.

Please submit a response to this letter acknowledging and answering the above comments and questions. If you are able to address these questions by Thursday, May 21st, 2026, this request can be reviewed by the Planning Commission during their Thursday, June 4th meeting at 6:30pm, and by the City Council on July 7th at 6:00pm, pending no delays or obstructions. Please let me know if you have any questions.

Sincerely,



Cale Brodersen
Senior Planner
City of La Vista
(402) 593-6400
cbrodersen@cityoflavista.org

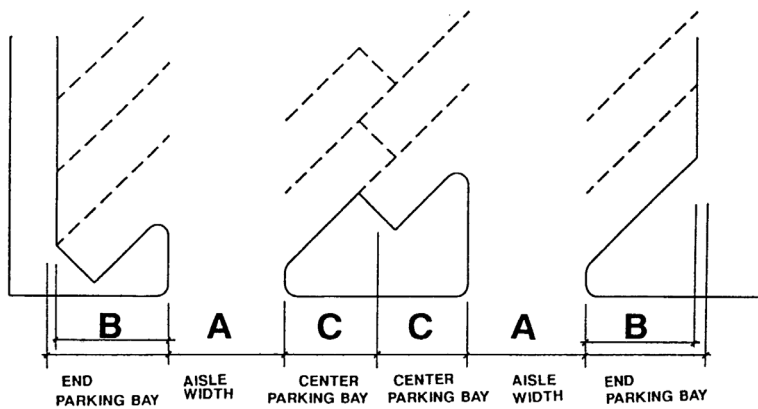
Cc: Bruce Fountain, Community Development Director
Chris Solberg, Deputy Community Development Director

Enclosures

Section 7.09 Off-Street Parking Design Criteria

7.09.01 Standard parking stall dimensions shall not be less than nine (9) feet by eighteen (18) feet, plus the necessary space for maneuvering into and out of the space. Where the end of the parking space abuts a curbed area at least five (5) feet in width (with landscaping or sidewalk), an overhang may be permitted which would reduce the length of the parking space by two (2) feet. Such overhang shall be measured from the face of the curb. For standard parking lots, minimum dimensions shall be as follows:

	Parking Configuration		
	90-degree	60-degree	45-degree
Aisle Width (A)			
One-way traffic	----	18 feet	14 feet
Two-way traffic	24 feet	20 feet	20 feet
End Parking Bay Width (B)			
Without overhang	18 feet	20 feet	19 feet
With overhang	16 feet	18 feet	17 feet
Center Parking Bay Width (C)	18 feet	18 feet	16 feet



7.09.02 Minimum dimensions for a parallel parking space shall be nine (9) feet by twenty-three (23) feet.

7.09.03 Minimum parking dimensions for other configurations or for parking lots with compact car spaces shall be determined by the Planning Commission and City Council upon recommendation of the City Engineer.

Section 7.10 Home Occupations

The following are the minimum standards required for a Home Occupation:

- 7.10.01 No external evidence of the home occupation with the exception of one unlighted nameplate of not more than two (2) square foot in area attached flat against the building located on local or collector streets. However, four (4) square feet in area attached flat against the building located on arterial streets.
- 7.10.02 Advertising displays and advertising devices displayed through a window of the building shall not be permitted.
- 7.10.03 No more than twenty-five percent (25%) of the home, not to exceed four hundred (400) square feet, can be used for the home occupation, except for Child Care Home. This percentage is inclusive of any detached accessory buildings used for the Home Occupation.
- 7.10.04 Home occupations shall be operated on-site by no more than one full-time or part-time employee, volunteer, or business partner other than the resident(s) of the dwelling unit, provided that one off-street parking space is made available and used by that non-resident employee, volunteer, or business partner.
- 7.10.05 Unless expressly permitted by a Conditional Use Permit, no retail sales are permitted from the site.
- 7.10.06 No outdoor storage is permitted.
- 7.10.07 Additional off-street parking may be required for the business.
- 7.10.08 If home occupation is for a business office for services rendered at another location then not more than two (2) business or employee vehicles parked on or adjacent to the home occupation property at any one time; provided only one said vehicle may be allowed to park on street right-of-way. Construction or maintenance equipment shall not be stored on the property other than in an enclosed garage; provided one

(1) piece of equipment shall be counted as one (1) of the two (2) business or employee vehicles allowed. For the purpose of enforcement of the home occupation provisions of this ordinance, a piece of construction equipment parked on a trailer shall be counted as a single business vehicle. A trailer being pulled by another vehicle, however, shall be counted as two (2) vehicles. Personal vehicles of occupants of the residential dwelling shall not be included in the count of number of business or employee vehicles.

- 7.10.09 No offensive noise, vibration, smoke, odor, heat, or glare shall be noticeable at or beyond the property line.
- 7.10.10 *A Home Occupation License shall be required for Home Occupation I uses. Such license shall include, but not be limited to, the following:*
- 7.10.10.1 Application fee in accordance with the Master Fee Schedule
 - 7.10.10.2 For major Home Occupations requiring a Conditional Use Permit, a minimum of seventy-five percent (75%) of the households within two hundred feet (200') of the proposed home occupation shall indicate no objections, in writing, to the operation of such home occupation. A "no objections" signature form shall be provided by the City and said residents shall sign next to their respective address.
 - 7.10.10.3 A Conditional Use Permit is required for Home Occupation I uses, except Child Care Homes.
- 7.10.11 *A Conditional Use Permit is required, except for Home Occupation II uses, short-term rentals, and Child Care Homes.*
- 7.10.12 *Child Care Homes and Child Care Centers shall require a certificate (CRED 9911) signed by the State of Nebraska Fire Marshall.*
- 7.10.13 All fees shall be paid in accordance with the Master Fee Schedule.
- 7.10.14 All businesses related to Child Care Homes and Child Care Centers shall be in accordance with Nebr. R. R. S. 1943, Sec. §71-1911. **(Ordinance No. 884, 11-19-02)**

Good morning, please see the following in response to your comments and concerns!

All parking regarding business inquiries will be confined to the driveway. In the event that the driveway is blocked, under construction, or otherwise full, I will direct the customer to park legally, directly in front of my residence. If parked properly in the street, the space does not block the road, nor the neighbors and is safe. If it is not safe or the space in front of my house is occupied by another, I will cancel the appointment with the customer and reschedule.

Throughout the week, the business will operate between the hours of 5 pm and 8 pm (1700 - 2000hours). On the weekends, the business will operate between noon and 6 pm. With that being said the business will be strictly operated by appointment only. I, owner and sole employee of StovePipe Engraving LLC will personally schedule all appointments. There will be no overlap as I plan to only meet with one customer at a time. These hours are set in place because I do not want this business to interfere with my neighbors lives. Nor do I want anyone entering/leaving my residence outside of regular daylight hours.

The operation of StovePipe Engraving LLC will not utilize more than 25% of my home. It will only utilize a small portion of my basement and garage.

I, Brandon Krecklow will forward any and all inspection reports received by the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) per the requirements of the Federal Firearms License immediately upon receipt.

Waste Material from the activities will be properly disposed of. I do not expect a surplus amount of waste material but in the event that I do have materials that need disposed I will follow all guidelines.

Fire escape routes will be properly designated with signage upon approval of the conditional use permit. There is one large basement window as well as two smaller windows that can be used in an emergency. On top of the windows, the basement has immediate access to the garage and a staircase leading to more external exits.

I acknowledge all points and comments in the email. Please let me know if there is anything else you need from me. StovePipe Engraving LLC formation letter confirmation will be attached.

Thank you, Brandon Krecklow.



No Objection Form – City of La Vista Home Occupations

For major home occupations, per Section 7.10.10 of the La Vista Zoning Ordinance, a minimum of seventy-five percent (75) of the households within two hundred feet (200') of the proposed home occupation shall indicate no objections, in writing, to the operation of such home occupation. Stovepipe Engraving has applied for a Conditional Use Permit to operate a gunsmithing business (considered a major home occupation) at 7708 Meadow Lane, La Vista, NE 68128, within the city limits of the City of La Vista. If you are a resident or property owner within 200 feet of the address listed above and you have no objections to the proposed gunsmithing home occupation being located at 7708 Meadow Lane, please sign this form on the line that corresponds with your address. For more information, please call the City of La Vista Community Development Department at (402) 593-6400.

Parcel Id	Site Address	Owner Name	Postal Address	City, State, Zip	Resident/Owner Signature
010343652	7703 Meadow Ln	Sporcic-Jackson, Amy	7703 Meadow Ln	La Vista, NE 68128	
010343644	7705 Meadow Ln	Conger, Nicholas	7705 Meadow Ln	La Vista, NE 68128	
010343636	7709 Meadow Ln	Gottschalk Jr, William	7709 Meadow Ln	La Vista, NE 68128	
010343628	7713 Meadow Ln	Tri Point Holdings, LLC	2445 Deer Park Blvd	Omaha, NE 68105	
010343717	7714 Meadow Ln	Martin, Lawrence	7714 Meadow Ln	La Vista, NE 68128	
010343709	7712 Meadow Ln	Willms, William	7712 Meadow Ln	La Vista, NE 68128	
010343695	7710 Meadow Ln	Park, Timothy	7710 Meadow Ln	La Vista, NE 68128	
010343679	7706 Meadow Ln	Torres Jr, Fernando	7706 Meadow Ln	La Vista, NE 68128	
010343660	7704 Meadow Ln	Neumann, Hailey & Bryan	2220 Frosted Willow Ln	Fort Worth, TX 76177	

PLEASE READ STATEMENT ON TOP OF PAGE BEFORE SIGNING



No Objection Form – City of La Vista Home Occupations

For major home occupations, per Section 7.10.10 of the La Vista Zoning Ordinance, a minimum of seventy-five percent (75) of the households within two hundred feet (200') of the proposed home occupation shall indicate no objections, in writing, to the operation of such home occupation. Stovepipe Engraving has applied for a Conditional Use Permit to operate a gunsmithing business (considered a major home occupation) at 7708 Meadow Lane, La Vista, NE 68128, within the city limits of the City of La Vista. If you are a resident or property owner within 200 feet of the address listed above and you have no objections to the proposed gunsmithing home occupation being located at 7708 Meadow Lane, please sign this form on the line that corresponds with your address. For more information, please call the City of La Vista Community Development Department at (402) 593-6400.

Parcel Id	Site Address	Owner Name	Postal Address	City, State, Zip	Resident/Owner Signature
010343466	7710 Braun Ave	Sorensen, Anker & Sheryl	7710 Braun Ave	La Vista, NE 68128	
010343458	7708 Braun Ave	Alcaraz, Joseph & Kimberlee	7708 Braun Ave	La Vista, NE 68128	
010343946 133	7713 S 76 th Ave	Bendon, Gregory & Elnor	7713 S 76 th Ave	La Vista, NE 68128	
010343938 132	7715 S 76 th Ave	Reiling, Michele	7715 S 76 th Ave	La Vista, NE 68128	
010343911 131	7717 S 76 th Ave	Rosenthal, John & Christene	7717 S 76 th Ave	La Vista, NE 68128	
010343903 130	7727 Cottonwood Ave	Silva, Caritino B Rojas	7727 Cottonwood Ave	La Vista, NE 68128	
010343881 129	7729 Cottonwood Ave	Tinnell, David	7729 Cottonwood Ave	La Vista, NE 68128	x
010343873 128	7731 Cottonwood Ave	Lingreen, Jeffrey & Heather	7731 Cottonwood Ave	La Vista, NE 68128	
010343865	7733 Cottonwood Ave	Schu, Margaret	7733 Cottonwood Ave	La Vista, NE 68128	

PLEASE READ STATEMENT ON TOP OF PAGE BEFORE SIGNING

City of La Vista Conditional Use Permit

Conditional Use Permit for Home Occupation (Engraving/Gunsmith)

This Conditional Use Permit issued this 7th day of July, 2026, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to, StovePipe Engraving, LLC (“Owner”), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to locate and operate a home occupation (Engraving and Gunsmith) in a single-family dwelling at 7708 Meadow Lane upon the following legally described property of land within the City of La Vista zoning jurisdiction:

Lot 110 Granville East, a Subdivision of the City of La Vista in Sarpy County, Nebraska.

WHEREAS, Owner has applied for a conditional use permit for the purpose of locating and operating a home occupation (Engraving and Gunsmith); and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit to the owner for such purposes, subject to certain conditions and agreements as hereinafter provided.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is issued to the owner to use the area of the property described herein for a home occupation (Engraving and Gunsmith), said use hereinafter being referred to as “Permitted Use or Use”.

Conditions of Permit

The conditions to which the granting of this permit is subject are:

1. The rights granted by this permit are transferable and any variation or breach of any terms hereof shall cause permit to expire and terminate without the prior written consent of the City (amendment to permit) or unless exempted herein.
2. In respect to the proposed Use:
 - a. Operation of this home occupation must be in accordance with the “Operating Statement” attached to this permit as “Exhibit A”.
 - b. Permitted use will not utilize more than 25% of the home.
 - c. Hours of operation will generally be from 5:00 p.m. to 8:00 p.m. Monday through Friday, and 12:00 p.m. to 6:00 p.m. Saturday and Sunday, by appointment only.
 - d. No external evidence of the home occupation is allowed with the exception of one unlighted nameplate of not more than two (2) square feet in area attached flat against the building. Advertising displays and advertising devices displayed through a window of the building shall not be permitted.
 - e. There will be no employees.
 - f. Owner will maintain a Federal Firearms License (FFL) at all times and adhere to the rules and regulations of the ATF.
 - g. Waste material from activities shall be properly disposed of as per all Nebraska Department of Environmental Quality (NDEQ) guidelines and other applicable laws, regulations and requirements as in effect or amended from time to time.

- h. There will be no test firing or discharge of the firearms on the premises.
 - i. Only ten firearms, other than those owned by the property owner, will be on site at any one time. All firearms shall be secured in an acceptable gun safe whenever the operator is not actively working with the firearms.
 - j. Fire escape routes shall be properly designated.
 - k. There shall be no storage, placement, or display of goods or supplies outside described areas relating to permitted use.
 - l. In addition to the vehicles of the property owner(s)/resident(s), all cars at the home in connection with the permitted use must be parked in the driveway or garage.
 - m. Owner shall obtain all required permits from the City of La Vista and shall comply with any additional requirements as determined by the Chief Building Official.
 - n. Owner shall comply with all sections of the International Fire Code, and NFPA 101 Life Safety Code (2012) regarding the storage of small arms ammunition and its components in an R occupancy. Not in limitation of the foregoing sentence, Owner does not intend to (and Owner shall not) store, sell, or otherwise have on the premises ammunition in connection with the Permitted Use.
 - o. Owner shall comply (and shall ensure that all, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the premises at any time comply) with any applicable federal, state and/or local laws, regulations, or other requirements, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
 - p. Owner shall forward any and all inspection reports received of the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) per the requirements of the Federal Firearms License to the City of La Vista Community Development Department immediately upon receipt.
 - q. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the owner, his/her agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the premises of any environmental or safety law, rule or regulation.
 - r. At least one individual listed as a legal owner of the property for which this home occupation Conditional Use Permit applies shall also be a legal owner of the business entity registered with the State of Nebraska as American Heritage Firearms, LLC.
3. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:
- a. An annual renewal of a home occupation license and annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval.
 - b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the applicant has fully complied with the terms of approval.
 - c. All obsolete or unused structures and accessory facilities or materials specifically pertaining to such permitted use shall be removed at owner's expense within twelve (12) months of cessation of the conditional use, if required by the City.
4. Notwithstanding any other provision herein to the contrary, this permit, and all rights granted hereby, shall expire and terminate as a permitted use hereunder upon the first of the following to occur:
- a. Owner's abandonment of the permitted use. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
 - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use.
 - c. Owner's breach of any other terms hereof and his/her failure to correct such breach within ten (10)

days of City's giving notice thereof.

5. In the event of the owner's failure to promptly remove any safety or environmental hazard from the premises, or the expiration or termination of this permit and the owner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the owner or any third party to exercise said option) cause the same to be removed at owner's cost and the owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right to enter the premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the premises as necessary or appropriate to carry out any other provision of this permit.
6. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Miscellaneous

The conditions and terms of this permit shall be binding upon owner, his/her successors and assigns.

1. Delay of City to terminate this permit on account of breach of owner of any of the terms hereof shall not constitute a waiver of City's right to terminate, unless it shall have expressly waived said breach, and a waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
2. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this permit.
3. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the owner as follows:

Contact Name and Address: StovePipe Engraving, LLC
Attn: Brandon Krecklow
7708 Meadow Lane
La Vista, NE 68128

Effective Date:

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

THE CITY OF LA VISTA

By _____
Douglas Kindig, Mayor

Attest:

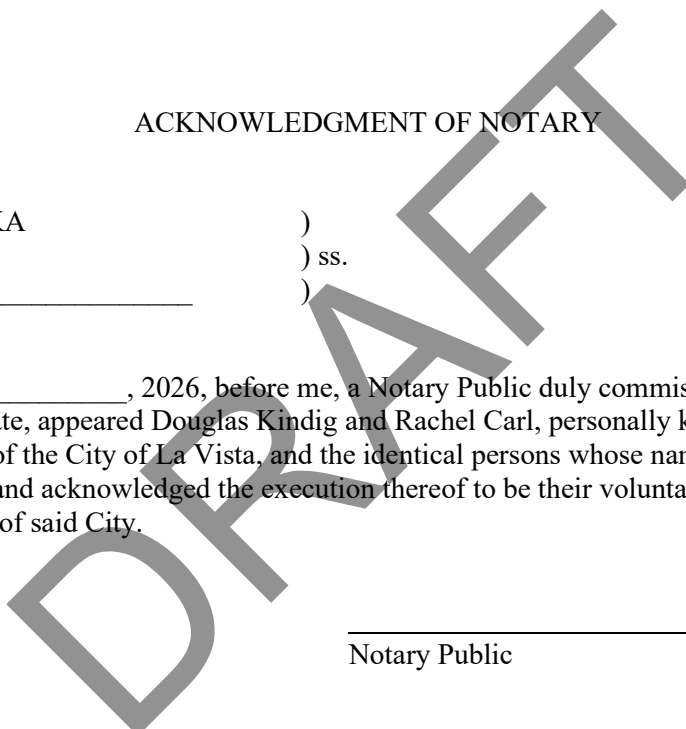
Rachel Carl, CMC
City Clerk

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2026, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Rachel Carl, personally known by me to be the Mayor and City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Agreement, and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

Notary Public



CONSENT AND AGREEMENT

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

Owner:

By: _____

Title: owner/operator_____

Date: _____

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2026, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Brandon Krecklow personally known by me to be the owner/operator of American Heritage Firearms LLC, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

Notary Public

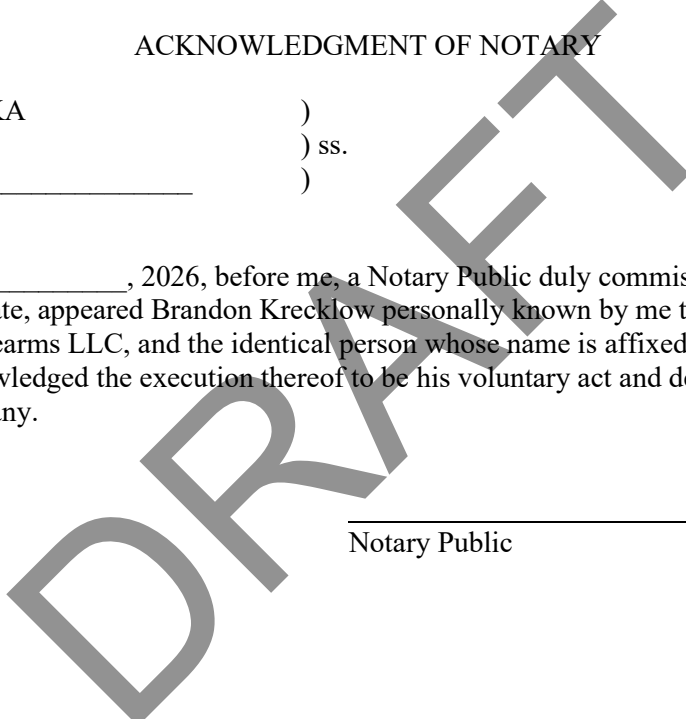


Exhibit A - Operating Statement

I, Brandon Krecklow, owner of the residence located at 7708 Meadow Ln. La Vista, Nebraska, 68128, am requesting a conditional use permit. I'm applying for this conditional use permit to run a small business through my basement. Recently, I have formed a Limited Liability Company in preparation of this application. The LLC, StovePipe Engraving, is going to be run solely by me. I will be utilizing laser machine(s) to engrave custom designs onto anything the customer is requesting. For example, I have the ability to put any design, logo, or image onto any piece of material. This includes material like metals, rocks, wood, etc.

The word laser is very definitive. These machines utilize a small beam of concentrated power to effectively mark/burn a visible mark onto the material. The lasers can be bought online and are one hundred percent legal to own with no gray areas involved. These machines have an abundant amount of safety and security features pre-installed on them. No one will be hurt or injured in the process of using them. All machines have an emergency safety feature is a "Emergency Shut Off" button. This button immediately disables the machine and turns off all electronics. Just in case, because you can never prepare enough for the unexpected, I have and will have a fire extinguisher next to each laser.

All laser(s) I plan on operating are small enough to be either in my garage or basement. They will not interfere with anyone in the neighborhood and are hidden from public view.

StovePipe Engraving will be run throughout the lower half of my residence. Unless, I know said person/customer, they will not be entering my house. I will either meet them in front of my house or in the garage depending on the weather. My basement is approximately 500sq ft and my residence has a one car garage.

It's tricky to say exactly what I plan on selling because these machines can do it all. Because I'm attempting to run StovePipe Engraving out of my residence I don't plan on having a huge stock of items. I plan on the customers bringing me what they want to be engraved or marked. The customer's items can either be shipped or hand delivered to me. For example, if a customer was to bring me things like jewelry, cups, or business cards, I would be able to do it.

This brings me to operational hours. I'm a family man at heart so I will not be putting this business over my family. My wife, Emily Krecklow and son, Liam Krecklow mean the world to me.

StovePipe Engraving will be by appointment only. I am simply trying to turn a hobby into a side business. Customers will hear about StovePipe Engraving through word of mouth, social media, and my website. Customers will be able to find my contact information through all of the previously mentioned ways and contact me directly.

This has the ability to support my small family's financial income. I currently work full time as a Douglas County Deputy Sheriff. Just to be clear, StovePipe Engraving will be an appointment only business. This allows me to work when I want or simply, when I can.

When it comes to safety and security I have many things in place and in progress. As of now my home is equipped with three operational cameras. These cameras are placed to see each entrance and exit my home has. I am able to see, as well as talk through the cameras at any given time. The cameras notify me anytime anyone is around my property. On top of the cameras, I have a security alarm system. This system is installed at every exterior door as well as ground level windows. So if someone were to enter my home while the system is armed, a loud alarm would sound until I turn it off. This sound is capable of being heard throughout the entirety of my property. I would also receive a notification on my phone that the alarm had been tripped.

If I was granted this permit I plan on going through the process of getting an FFL. An FFL is a Federal Firearms License. This license would allow me to do gunsmithing. The only firearm(s) related jobs I plan on accepting are custom engravings. Even though I'm a Douglas County Deputy Sheriff, I know and understand that I'm not a gunsmith. Gunsmithing is an art and a whole occupation that I do not plan to get into. Due to my job, I have to know how most firearms work and how to work on them. That being said, I'm not someone who enjoys working on them. I'm qualified as a citizen to own and operate them. The reason why I want an FFL is due to the specific requirements the ATF (Alcohol Tobacco and Firearms) has in place. For example, if a co-worker were to come to me requesting their name or design on a serialized gun part I would have to say no. This is because engraving a serialized gun part without an FFL would violate federal law. I, as do most, do not want to violate federal law.

I have had several co-workers and family friends come to me requesting that I work on their firearms. That is all I plan on doing with firearms. I want to assure you, the city of La Vista, that the ATF has very strict rules and regulations in place for people who want to have an FFL. The application process is rigorous and has strict compliance as well as random in-person inspections.

If I do not get this license, I still plan on operating a StovePipe Engraving. When I'm not dealing with a firearm, an expensive part, or a customer's belongings, the item(s) will be stored in a large, heavy, fire resistant safe. This safe will be utilized as StovePipe Engravings, none of my personal belongings will be stored inside. I will be the only person in the world with the passcode to the safe.

If the city of La Vista has any questions please feel free to reach out anytime. I'm more than happy to clarify anything and I greatly appreciate the individuals reading this.

Brandon Krecklow
StovePipe Engraving

AFFIDAVIT

State of Florida, County of Broward, ss:

I, Anjana Bhadoriya, being of lawful age, being duly sworn upon oath, hereby depose and say that I am agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Omaha World Herald, a legal daily newspaper printed and published in the counties of Douglas and Cass and State of Nebraska, and of general circulation in the Counties of Douglas, and Sarpy and State of Nebraska, and that the attached printed notice was published in said newspaper on the dates stated below and that said newspaper is a legal newspaper under the statutes of the State of Nebraska.

PUBLICATION DATES:

May. 24, 2026

NOTICE NAME: PC - StovePipe Engraving CUP

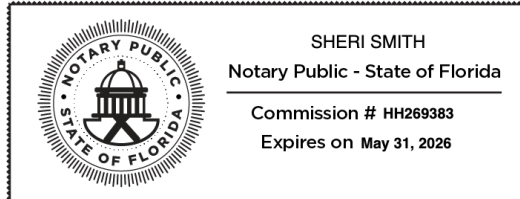
PUBLICATION FEE: \$28.00

Anjana Bhadoriya

(Signed) _____

VERIFICATION

State of Florida
County of Broward



Subscribed in my presence and sworn to before me on this: 05/26/2026

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

Notice of Public Hearing

City of La Vista

NOTICE IS HEREBY GIVEN, that the Planning Commission of the City of La Vista, Nebraska, will hold a public hearing during the regularly scheduled Planning Commission meeting on June 4, 2026, beginning at 6:30 p.m. at La Vista City Hall, 8116 Park View Blvd, La Vista, NE, for the purpose of hearing testimony of support, opposition, criticism, suggestions or observations for: Conditional Use Permit: Home Occupation – 7708 Meadow Lane, La Vista, NE 68128 – Brandon Krecklow, StovePipe Engraving, LLC The public is encouraged to attend.

Rachel Carl, CMC

City Clerk, City of La Vista

2026, (5) 24 - 1 Sundays, ZNEZ

SARPY COUNTY TIMES

AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Sarpy County Times, a legal newspaper of general circulation in the Counties of Sarpy, Bellevue, Cass, Papillion, Gretna, La Vista and Springfield, state of Nebraska and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion having been on;

Jun. 24, 2026

And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge.

Anjana Bhadoriya

(Signed)

VERIFICATION

State of Florida
County of Broward



SHERI SMITH
Notary Public - State of Florida

Commission # HH804448
Expires on May 31, 2030

Subscribed in my presence and sworn to before me on this: 06/24/2026

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

Printers Fee: **\$10.91**
Customer Number: 1013655
Order Number: COL-NE-904346

Notice of Public Hearing City of La Vista

NOTICE IS HEREBY GIVEN, that the City Council of the City of La Vista, Nebraska, will hold a public hearing during the scheduled City Council meeting on July 7, 2026, beginning at 6:00 p.m. at La Vista City Hall, 8116 Park View Blvd, La Vista, NE, for the purpose of hearing testimony of support, opposition, criticism, suggestions or observations for: Conditional Use Permit: Home Occupation – 7708 Meadow Lane, La Vista, NE 68128 – Brandon Krecklow, StovePipe Engraving, LLC. The public is encouraged to attend.
Rachel Carl, CMC
City Clerk, City of La Vista
COL-NE-904346 6/24 ZNEZ

Zoning Action Sign

- Placed at 7708 Meadow Lane, La Vista, NE 68128
- Placed in relation to Conditional Use Permit Application for StovePipe Engraving Home Occupation
- Public Hearing Notice for 6/4/26 Planning Commission Meeting & 7/7/26 City Council Meeting
- Placed 5/26/2026



Sent
5/21/26



Notice of Public Hearing

City of La Vista

NOTICE IS HEREBY GIVEN, that the Planning Commission of the City of La Vista, Nebraska, will hold a public hearing during the scheduled meeting on **June 4, 2026** beginning at 6:30 p.m. at the La Vista City Hall, 8116 Park View Blvd. for the purpose of hearing testimony of support, opposition, criticism, suggestions or observations for:

1. Conditional Use Permit: Home Occupation – 7708 Meadow Lane, La Vista, NE 68128 – Brandon Krecklow, StovePipe Engraving, LLC

The agenda and all associated documents for this meeting can be found online at <http://www.cityoflavista.org/planningagenda> starting the Monday before the scheduled date. If you have any questions or would like further information, please contact the City of La Vista's Department of Community Development at (402) 593-6400.

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

Sent 6/23/26



Notice of Public Hearing City of La Vista

NOTICE IS HEREBY GIVEN, that the City Council of the City of La Vista, Nebraska, will hold a public hearing during the scheduled meeting on **July 7, 2026** beginning at 6:00 p.m. at the La Vista City Hall, 8116 Park View Blvd. for the purpose of hearing testimony of support, opposition, criticism, suggestions or observations for:

1. Conditional Use Permit: Home Occupation – 7708 Meadow Lane, La Vista, NE 68128 – Brandon Krecklow, StovePipe Engraving, LLC

The agenda and all associated documents for this meeting can be found online at www.cityoflavista.org starting the Monday before the scheduled date. If you have any questions or would like further information, please contact the City of La Vista’s Department of Community Development at (402) 593-6400.

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

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402.593.6445 F

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402.537.3902 F

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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

HOEPFNER/KEITH A & SARAH A
7711 S 76TH AVE
LA VISTA, NE 68128

FOSTER/CURTIS J & KAREN A
7712 GREENLEAF DR
LA VISTA, NE 68128

AP03 CAPITAL LLC
2558 WHITEMAN DR
BELLEVUE, NE 68123

ALCARAZ/JOSEPH W & KIMBERLEE A
7708 BRAUN AVE
LA VISTA, NE 68128

MATSUNAMI/TOMOKO
7716 GREENLEAF DR
LA VISTA, NE 68128

SORENSEN/ANKER C & SHERYL J
7710 BRAUN AVE
LA VISTA, NE 68128

SPORCIC-JACKSON/AMY
7703 MEADOW LN
LA VISTA, NE 68128

HOVEY/JENNIFER M
7715 MEADOW LN
LA VISTA, NE 68128

TORRES JR FERNANDO
7706 MEADOW LN
LA VISTA, NE 68128

PARK TIMOTHY R
7710 MEADOW LN
LA VISTA, NE 68128

KOWAL/DAWN L
7712 BRAUN AVE
LA VISTA, NE 68128

GOSHINSKA/MICHAEL E & MARY E
7717 MEADOW LN
LA VISTA, NE 68128

SWANDA NICHOLAS
7714 GREENLEAF DR
LA VISTA, NE 68128

BUCHTA/KAY O
7730 COTTONWOOD AVE
LA VISTA, NE 68128

GOTTSCHALK JR/WILLIAM J
7709 MEADOW LN
LA VISTA, NE 68128

CONGER NICHOLAS
7705 MEADOW LN
LA VISTA, NE 68128

7708 MEADOW LN
LA VISTA, NE 68128

WILLMS/WILLIAM D
7712 MEADOW LN
LA VISTA, NE 68128

BENDON/GREGORY M & ELNER J
7713 S 76TH AVE
LA VISTA, NE 68128

MARTIN/LAWRENCE
7714 MEADOW LN
LA VISTA, NE 68128

TINNELL/DAVID A
7729 COTTONWOOD AVE
LA VISTA, NE 68128

POCHOP/LINDA ANN & JEFFREY
7716 MEADOW LN
LA VISTA, NE 68128

KOR B PROPERTIES LLC
18651 SUMMIT CIR
OMAHA, NE 68136

SCHMIDT/HARALD & BARBARA J
8248 HIGHVIEW LN
FT CALHOUN, NE 68023

MORLAN/HANGIM
7718 MEADOW LN
LA VISTA, NE 68128

SUPEH/CAROL A
7724 COTTONWOOD AVE
LA VISTA, NE 68128

GONZALES LYNN R & ALFRED C
7706 BRAUN AVE
LA VISTA, NE 68128

SCHU/MARGARET T
7733 COTTONWOOD AVE
LA VISTA, NE 68128

REED/BONNIE JEAN
7723 COTTONWOOD AVE
LA VISTA, NE 68128

DIAZ JOSE G BARRAGAN
7712 S 76TH AVE
LA VISTA, NE 68128

NEUMANN/HAILEY BRYAN
2220 FROSTED WILLOW LN
FORT WORTH, TX 76177

CARTER/THOMAS A
7737 COTTONWOOD AVE
LA VISTA, NE 68128

LINGREEN/JEFFREY K & HEATHER A
7731 COTTOWNWOOD AVE
LA VISTA, NE 68128

ROSENTHAL/JOHN S & CHRISTENE L
7717 S 76TH AVE
LA VISTA, NE 68128

MARTENS/STEPHEN E & LAVILLA P
7735 COTTONWOOD AVE
LA VISTA, NE 68128

SILVA CARITINO B ROJAS
7727 COTTONWOOD AVE
LA VISTA, NE 68128

REILING/MICHELE A
7715 S 76TH AVE
LA VISTA, NE 68128

BRUCKNER/STEVEN D
7726 COTTONWOOD AVE
LA VISTA, NE 68128

HOFFMAN III/ROBERT J
7721 COTTONWOOD AVE
LA VISTA, NE 68128

WOODALL/PAUL M & JENNIFER A
7714 BRAUN AVE
LA VISTA, NE 68128



City of La Vista
Mayor and City Council Report
July 7, 2026 Agenda

Item: I

Subject:	Type:	Submitted By:
Ordinance - Amend Nonexclusive Franchise Agreement	Ordinance	Kevin Pokorny, Managing Director of Administrative Services

Synopsis

An ordinance has been prepared to approve an extension to the non-exclusive franchise agreement with Cox Communications Omaha, LLC to October 31, 2027.

Fiscal Impact

N/A.

Recommendation

Approval.

Background

The current 10-year non-exclusive franchise agreement with Cox Communications Omaha, LLC is set to expire on October 18, 2026. Staff and Cox Communications have been in discussions and have agreed to a tentative agreement to extend the current agreement to October 31, 2027. Staff is recommending that Council approve the extension.

Attachments

1. Ordinance - Cox Cable Franchise Agreement Extension - Amendment
2. Cable Franchise Agreement Extension - Amendment

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AMEND THE NONEXCLUSIVE CABLE FRANCHISE AGREEMENT BETWEEN THE CITY AND COX COMMUNICATIONS OMAHA, L.L.C., AND CORRESPONDING CERTIFICATE OF FRANCHISE; AND TO REPEAL CONFLICTING ORDINANCES, PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

SECTION 1. Proposed Amendment. The Mayor and City Council by Ordinance No. 1298 dated October 18, 2016 approved a nonexclusive franchise agreement ("Franchise Agreement") between the City of La Vista and Cox Communications Omaha, L.L.C. ("Company") having a term of 10 years, subject to filing a certificate of franchise. The City and Company desire to amend and extend such Franchise Agreement and certificate of franchise, and an amendment is presented at this meeting for this purpose ("Amendment").

SECTION 2. Approval of Amendment. The Amendment is hereby adopted and approved, and upon execution of such Amendment the last day of the term of the Franchise Agreement and certificate of franchise shall be extended to end on the Extended Term Ending Date specified in the Amendment.

SECTION 3. Further Authorization. The Mayor and City Clerk are hereby authorized to execute the Amendment and take or direct such further actions as necessary or appropriate to carry out said Amendment or actions approved in this Ordinance.

SECTION 4. Repeal. All ordinances in conflict with this Ordinance, or any parts of ordinances in conflict with any parts of this Ordinance, are hereby repealed.

SECTION 5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this Ordinance. The Mayor and City Council of the City of La Vista hereby declare that they would have passed this Ordinance and each section, subsection, sentence clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

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

PASSED AND APPROVED THIS 7TH DAY OF JULY 2026.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

Amendment

**Nonexclusive Franchise Agreement
Between Cox Communications Omaha, L.L.C.
And City of La Vista, Nebraska &
Certificate of Franchise**

WHEREAS, the City of La Vista, Nebraska (“City”) and Cox Communications Omaha, L.L.C. (“Company”) entered a Nonexclusive Franchise Agreement Between Cox Communications Omaha, L.L.C. and City of La Vista, Nebraska, (“Franchise Agreement”) and the City issued a Certificate of Franchise to the Company for a cable system and services (“Certificate”); and

WHEREAS, the City and Company desire to amend the Franchise Agreement and Certificate as described in this Amendment.

NOW THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Company hereby agree as follows:

1. The recitals above are incorporated into this Amendment by reference.
2. The last day of the term of the franchise specified in the Franchise Agreement and Certificate shall be extended to end October 31, 2027 (“Extended Term Ending Date”), and such Franchise Agreement and Certificate shall continue in full force and effect through such Extended Term Ending Date.
3. All provisions of the Franchise Agreement and Certificate shall be deemed modified to be consistent with Amendment and the Extended Term Ending Date.
4. The Franchise Agreement and Certificate, except as modified by this Amendment, shall continue in full force and effect as originally executed and issued.
5. This Amendment may be executed in multiple counterparts, each and all of which shall constitute an original and one and the same document.

AGREED by the parties, effective as of the date that both parties have executed this Amendment below.

[SIGNATURE PAGES FOLLOW]

CITY OF LA VISTA, a Municipal Corporation

Douglas Kindig, Mayor

DATE: _____

Attest:

Rachel Carl, City Clerk, CMC

DATE: _____

COX COMMUNICATIONS OMAHA, L.L.C.

_____ (*Name*)

_____ (*Title*)

DATE: _____

Attest:

Secretary

DATE: _____



City of La Vista
Mayor and City Council Report
July 7, 2026 Agenda

Item: J

Subject:	Type:	Submitted By:
Ordinance - Amend Master Fee Ordinance	Ordinance	Meg Harris, Finance Director

Synopsis

An ordinance has been prepared with a proposed FY27 scheduled sewer rate increase:
Residential Customer change from \$13.49 to \$13.62 (per bill)
Commerical Customer change from \$14.47 to \$14.61 (per bill)
Flow Charge from \$5.13/(ccf) to \$5.39/(ccf)

Fiscal Impact

This proposed 5% increase would result in an additional \$217K in revenue in FY27.

Recommendation

Approval.

Background

In 2023, the City did a sewer study that included a schedule of rate increases that would allow the City to reserve enough money to partially fund future infrastructure projects. City Council approved the first rate increases for FY24 on 9/5/2023 (Ordinance No 1493), FY25 on 9/3/2024 (Ordinance No 1519) and FY26 on 7/15/2025 (Ordinance 1551). This rate increase would be the 4th one proposed in the rate study, and, if approved, it would take effect on Oct 1, 2026.

Attachments

1. Amend Master Fee Ordinance Redline
2. Amend Master Fee Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NO. 1580, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

Section 1. General Fee Schedule. The fees and taxes charged by the City of La Vista for various services, facilities, and occupations shall be, and the same hereby are, fixed in accordance with the following schedule; no modifier shall be used, and such fees and taxes charged shall be in accordance with such rules as the City Council may establish:

BUILDING & USE FEES

(Apply inside City limits and within the Extra-territorial zoning jurisdiction)

The Building Permit Fee Schedule, Electrical Permit Fee Schedule, Mechanical Permit Fee Schedule, and Plumbing Permit Fee Schedule attached hereto as Exhibit A are hereby incorporated by reference.

Building Permit

(Building valuation is determined by the issue of the ICC Building Valuation Data adopted by the City)

General	\$30 Base fee + see Building Permit Fee Schedule (Exhibit A)
Commercial/Industrial	\$30 Base fee + see Building Permit Fee Schedule (Exhibit A)
Plan Review Fee	
Commercial (non-refundable)	\$100 or 10% of building permit fee (whichever is greater)
External Review of Plans by Qualified Consultants (as deemed necessary by Community Development and/or Public Works Departments - collected at the time of permit application submittal)	Actual Fee Incurred
Technology Fee (based on application fees on all permits and applications – both planning and building)	\$0-\$949.99 – 8% of underlying fee \$950.00-\$2,499.99 - \$75 \$2,500.00-\$5,999.99 - \$150 \$6,000.00-\$8,999.99 - \$250 \$9,000.00 and over - \$500
Design Review (non-refundable) – Fees provided below are base fees. However, if there are numerous revisions required, the actual cost incurred by City above the base fee will be charged.	
Tenant Bay Façade Renovation	\$500 min. fee or actual fee incurred
Bldgs. 24,999 sq. ft. or less	\$1,500 min. fee or actual fee Incurred
Bldgs. 25,000 – 49,999 sq. ft.	\$2,000 min. fee or actual fee Incurred

Bldgs. 50,000 -99,999 sq. ft.	\$3,000 min. fee or actual fee Incurred
Bldgs. 100,000 + sq. ft.	\$4,000 min. fee or actual fee Incurred
Replacement Plan Review Fee	\$100 + Request for records fees
Engineer's Review	\$500
Building Re-Inspection Fee	\$200
Inspection Fee outside of normal business hours	\$100/hour (2 hour minimum)
<u>RENTAL INSPECTION PROGRAM</u>	
Rental License Fees:	
Multi-family Dwellings	\$50 per Building (including clubhouses) + \$10 per unit
Single-family Dwellings	\$70 per property
Duplex Dwellings	\$70 per unit
Additional Administrative Processing Fee (late fee or no-show fee)	\$125
Rental Inspection Fees:	
Primary Inspection	No charge
Class B Property Inspection (after primary inspection):	
Violation corrected	No charge
Violation not corrected (re-inspection fee)	\$125 per unit
Vacant Property Registration Fee	\$250 Original Registration Fee \$500 First Renewal \$1,000 Second Renewal \$2,000 Third Renewal \$2,500 Fourth Renewal \$2,500 Fifth and Subsequent Renewals
Penalty Fee (example: working without a permit)	3x Regular permit fee
Refund Policy	75% will be refunded when the project is cancelled or not complete within one year. No refund will be given after one year. (Sewer Connection Fee is 100% refunded)
Certificate of Occupancy	\$ 50
Temporary Certificate of Occupancy	\$750
Pre-occupancy fee (Occupancy without C.O.)	\$750
Change of Occupancy Permit Fee	\$100
Temporary Use Permit (includes tents, greenhouses, event structures)	\$75 plus \$10/day
Sign Permit	\$150/sign
Identification Sign, Incidental Sign	\$75/sign
Master Sign Plan (more than 1 sign)	\$150
Common Sign Plan	\$150
Temporary Sign Permit:	
Non-profit or tax exempt organization	\$0
All other temporary signs	\$50/year
Cell Tower Development Permit	\$8,500 min fee or actual fee incurred
Co-locates – Cell Towers	\$5,000 min fee or actual fee incurred

Small Wireless Facilities	\$500 per application for up to five small wireless facilities
Support Structure for Small Wireless Facilities	\$250 per structure
Eligible Facilities Permit	\$250 per application (or actual fee incurred)
Tarp Permit (valid for 6 months)	\$ 30
Solar Panel Permit	\$ 30
Satellite Dish Permit	\$ 30
Above Ground Wading/Swimming Pools at residence (over 2 feet in depth)	\$50
In-ground Swimming Pools at Residence	\$30 Base Fee + see Building Permit Fee Schedule (Exhibit A)
Spas	\$30 Base fee + see Electrical Permit Fee Schedule (Exhibit A)
Dedicated Electrical circuit for pumps	\$ 30
Mechanical Permits	\$ 30 Base Fee + See Mechanical Permit Fee Schedule (Exhibit A)
Plumbing Permits	\$ 30 Base Fee + See Plumbing Permit Fee Schedule (Exhibit A)
Sewer Repair Permit	\$ 30
Backflow protector permit	\$ 30
Underground Sprinklers	\$ 30
Electrical Permits	\$30 Base Fee + See Electrical Permit Fee Schedule (Exhibit A)
City Professional Contractor Registration (Plumbers, Mech. Contractors, etc.)	\$15 and a \$1,000,000 Liability, and a \$500,000 bodily injury insurance Certificate per each occurrence: Also a \$5,000 Bond is required, naming the City as the recipient.
Demolition of building or structure	\$250 plus Insurance Certificate
Moving Permit (buildings 120 square feet or greater)	\$250 plus Insurance Certificate
Decks, Sheds, and Fences	\$30.00 Base Fee + See Building Permit Fee Schedule (Exhibit A)
Residential Roofs and Siding	\$30 Base Fee + See Building Permit Fee Schedule (Exhibit A)
Sidewalks	\$ 30.00
Driveway Replacement	\$ 30.00
Driveway Approach w/o curb cut or grinding	\$ 30.00
With curb requiring cut plus the 4' apron on each side)	
Contractor (Contractor performs curb cut or grind)	\$30.00 plus \$1.00/ft.
City Charge (if City performs curb cuts)	\$50 + \$5/ft. (\$40 set up fee; \$10 permit fee)
City charge (if City performs curb grinds)	\$50 + \$6/ft. (\$40 set up fee; \$10 permit fee)
Utility Cut Permit	\$ 30.00
Appeal Fee Regarding Issuance or Denial of Curb Cut/Driveway Approach Construction Permit	\$250
Street Paving, Surfacing, Resurfacing, Repairing, Sealing or Resealing Permit	\$30.00/Yearly
Appeal Fee Regarding Issuance or Denial of Street Paving, Resurfacing, etc. Permit	\$250

RIGHT-OF-WAY PERMIT FEES

The following are one-time permit fees for structures occupying the public right-of-way:

Canopy or Awning	\$50 for the first 25 ft. + \$10 each additional foot
Balcony	\$75 each
Bicycle Rack	\$50
Light Fixture	\$75 for the first + \$10 each additional light fixture
Marquee	\$50 for the first 25 ft. + \$10 each additional ft.
Sidewalk Café	\$100
Sign	\$100 each (if less than 25 sq. ft.) \$300 each (if 25 sq. ft. or larger)
Windscreen	\$400 each
Planter	\$50
Combination of Awning/Canopy/Sign /Light	\$500
Skywalk	\$500
String Lights	\$150
Temporary Structures/Fencing/etc related to Events	\$50/day
Other structures as approved by the City Administrator	\$300

Provided, however, notwithstanding anything in this Ordinance to the contrary, all property, or parts thereof or improvements thereon, with respect to which legal title is or will be held by or for the benefit of the City of La Vista, La Vista Community Development Agency, City of La Vista Facilities Corporation, La Vista/Metropolitan Community College Condominium Owners Association, Inc., or any other entity directly or indirectly controlled by the City of La Vista as determined by the City Administrator, for a public purpose, and all owners of such property, parts, or improvements, shall be exempt from the Building and Use Fees and/or any other fees in this ordinance. The City of La Vista pursuant to a policy of the City Council also may provide for waiver of any or all such Building and Use Fees, or any other fees under this Ordinance that are payable to the City, with respect any political subdivisions that levy property taxes within the corporate limits of the City, or any entity controlled by any such political subdivision.

FIRE INSPECTION FEES

Plan Review Fees

Commercial Building	10% of building permit fee with a maximum of \$1,000
Fire Sprinkler Plan Review	
1-20 devices	\$100.00
21-50 devices	\$200.00
51-100 devices	\$300.00
101-200 devices	\$400.00
201-500 devices	\$500.00
Over 500 devices	\$500.00 plus \$1.00 per device over 500
Fire Alarm Plan Review	\$50.00

Child Care Facilities:

0 – 8 Children	\$50.00
9 – 12 Children	\$55.00
13 or more children	\$60.00
Inspection	\$25.00

Foster Care Homes:

Liquor Establishments:

Non-consumption establishments	\$60.00
Consumption establishments	\$85.00

Nursing Homes:

50 beds or less	\$55.00
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51to 100 beds	\$110.00
101 or more beds	\$160.00
<u>Fire Alarm Inspection:</u>	
Four year license (Test)	\$100.00
NICET	\$25.00 per year NICET certification last
Annual test (witnessed)	\$30.00
<u>Sprinkler Contractor Certificate:</u>	
Annual	\$100.00
<u>Fuels Division:</u>	
Above ground Hazardous Substance Storage Tanks (Title 158)	
Registration	\$25.00 per tank
Re-registration	\$25.00 per tank (Required whenever change is made to tank or contents)
Above ground Petroleum Storage Tanks (Title 153, Chapter 17)	
Inspection Fee	\$50.00 (Per installation regardless of the number of tanks)
Underground Storage Tanks (Title 159, Chapter 2)	
Farm, residential and heating oil tanks (tanks with a capacity of 1100gallons or less)	
All other tanks	\$10.00 one-time registration fee
Petroleum Release Remedial Action Fund	\$30.00 per tank, annually
Tank installation	\$90.00 per tank, annually
Piping only installation	\$60.00 per tank
	\$60.00
<u>GRADING PERMIT FEES</u>	
5 acres or less	\$ 500
More than 5 acres	\$1,000
<u>TAX INCREMENT FINANCING (TIF) APPLICATION FEES</u>	
Application Fee	\$3,000
Administrative Fee	1.5% on TIF Principal up to \$2,000,000 1% on TIF Principal amount above \$2,000,000 thru \$4,000,000 No additional administrative fee for TIF Principal above \$4,000,000
Redevelopment Plan Amendment	\$500
Bond Related Fee	Actual Fees, Costs & Expenses Incurred by the City
<u>PACE PROGRAM</u>	
Application Fee	\$1,000
Administrative Fee	1% of loan amount maximum \$40,000 subject to 50% reduction if a TIF project
Annual Fee	\$500
<u>PLANNING AND ZONING FEES</u>	
Comprehensive Plan Amendment	\$500
Zoning Map Amendment (rezoning)	\$600
Zoning Ordinance Text Amendment	\$500
Zoning Verification Letter	\$75
Subdivision Regulations Text Amendment	\$500
Conditional Use Permit	\$500
Conditional Use Permit Amendment	\$200

Site Plan Review	\$100
Flood Plain Development Permit	\$500
Administrative Plat – Lot Split, Lot Consolidation or Boundary Adjustment	\$750
Preliminary Platting	\$1,225 + \$12.50 per lot
Final Platting	\$1,000 + \$12.50 per lot
Final Plat Revisions	\$250
Subdivision Agreement	\$500
Revised Preliminary Plat	\$500
Replat	\$1,500
Extension of Recording Date for Final Plat	\$200
P.U.D.	\$1,250
P.U.D. Amendment	\$500
Vacation of Plat and Right of Way Vacation	\$150
Variance, Appeals, Map Interpretation (B.O.A.)	\$500

Watershed Fees –apply to all new development or significant redevelopment as specified in Exhibit “G” to the interlocal agreement for the Papillion Creek Watershed Partnership: (fees are remitted to Papillion Creek Watershed Partnership)

OCCUPATION TAXES

Publication fees	\$Actual cost
Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class E Liquor License Holder	\$600
Class I Liquor License Holder	\$500
Class L Liquor License Holder	\$500
Class Z Liquor License Holder	\$500
Class AB Liquor License Holder	\$400
Class AD Liquor License Holder	\$600
Class ADK Liquor License Holder	\$800
Class AK Liquor License Holder	\$400
Class ABK Liquor License Holder	\$600
Class BK Liquor License Holder	\$400
Class CE Liquor License Holder	\$1200
Class CK Liquor License Holder	\$800
Class DK Liquor License Holder	\$600
Class IB Liquor License Holder	\$700
Class IBK Liquor License Holder	\$900
Class ID Liquor License Holder	\$900
Class IDK Liquor License Holder	\$1100
Class IK Liquor License Holder	\$700
Special Designated Permit – Liquor Control	\$ 50/day except non-profits
Transfer of Liquor License from One Location to Another (These fees are in addition to the State Fee Requirement)	\$ 25
Amusement Concessions (i.e. Carnivals) (This would include any vendors set up for special functions at the La Vista Sports Complex)	\$ 10/concession/day
Auto dealers – new and used - \$250 plus \$.01 per sq. ft. of inside area, and \$.005 per sq. ft. of outside area used for display, sales or storage.	
Auto repair	\$100
Banks, small loan and finance companies	\$250 plus \$75/each detached facility.
Barber shops, beauty salons, tanning & nail salons	\$ 75 plus \$10 per operator over one.

Bowling Alleys or Billiard/Pool Halls	\$ 50/year + \$10/table or alley (Additional fees for Restaurants or Drinking Places if applicable)
Car washes	\$100 (includes all vacuum & supply vending machines)
Circus, Menagerie or Stage Show	\$ 50/day
Collecting agents, detective agents or agencies and bail bondsmen	\$ 75
Construction/Tradesmen	\$ 75 and a \$1,000,000
Liability, \$500,000 bodily injury insurance certificate	
Convenience stores	\$ 75 (Additional fees for Restaurants or Drinking Places if applicable)
Convenience store with car wash machines) \$120 (Includes all vacuum & supply vending machines)	
Dry cleaning or laundry and tailoring	\$ 50
Funeral homes	\$150
Gaming Device Distributors	5% of gross receipts (non-profits exempt)
Games of Chance/Lotteries	5% of gross receipts (non-profits exempt)
Games of Chance/Lottery License Fee	\$ 50/1 st location - \$10/ea additional
Gas Companies	5% of gross receipts
Hawkers/Peddlers	\$ 75/day or \$500/year
Home Occupations (not specified elsewhere)	
Home Occupation Permit Application Fee	\$ 30
Home Occupation 1 and Child Care Home	\$ 50
Home Occupation Conditional Use Permit – see Zoning Fees	
Hotels/motels – Any hotel or motel in the City shall pay to the City monthly an Occupation Tax equal to 5% of gross receipts from room rentals. Any shops restaurants, and/or drinking places which are part of, associated with, or located in or with a hotel or motel facility will be considered a separate classification of business and taxed in accordance with the provisions of this Ordinance and the applicable classifications(s) of the shops, restaurants, and/or drinking places hereunder. The Occupation Taxes with Respect to any banquet and/or ballroom facilities of, or associated with, or located in or with, any such hotel or motel shall be determined in accordance with the square footage schedule above, based on the actual square footage of said facilities, which occupation taxes shall be additional to any other applicable occupation taxes such as restaurants or drinking places occupation taxes.	
Mobile Food Vendors	\$100/year
Movie theatres	\$150/complex and \$75/viewing room (Additional fees for Restaurants or Drinking Places if applicable)
Music, Vending, & Pinball Machines	\$ 20/year/machine +Service
Provider Fee of &75.00 for business outside the City that provides machines for local businesses	
Nurseries, greenhouses, landscaping businesses, and tree trimmers	\$75
Nursing homes, assisted living, hospitals and retirement homes	\$5 per bed
Pawnbrokers	\$1.00/pawnbroker
transaction evidenced by a pawnbroker card or ledger entry per Neb. Rev. Stat. Section 69-204. Minimum of \$30/year	
Professional services – engineers, architects, physicians, dentists, chiropractors, osteopaths, accountants, photographers, auctioneers, veterinarians, attorneys, real estate	

offices and insurance agents or brokers - \$75 plus \$10 per agent or professional over one (1)

Recreation businesses – indoor and outdoor	\$100
Restaurants and Drinking Places, and drive-in eating establishments	\$ 50 (5 employees or less) \$100 (more than 5 employees) Effective March 1, 2023 – Occupation tax of 1% of gross receipts pursuant to Municipal Code Sections 113.40 through 113.46

Retail, Manufacturing, Wholesale, Warehousing and Other – Any person or entity engaged primarily in a manufacturing, wholesale, and/or warehousing business shall pay an Occupation Tax based on the schedule below and the actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; and any person or entity engaged in a business of making retail sales of groceries, clothing, hardware, notions, furniture, home furnishings, services, paint, drugs, or recreational equipment, and any other person or entity engaged in a business for which an Occupation Tax is not specifically provided elsewhere in this Ordinance, shall pay an Occupation Tax based on the schedule below and actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; provided, however, that persons or entities that use a basement or one or more additional floors in addition to the main floor (the main floor being the floor with the greatest total square footage) in the conduct of one or more specified businesses of sales at retail shall determine square footage for purposes of the Occupation Tax imposed hereunder based on the square footage of the entire main floor plus one-half (1/2) of the square footage of all such basement and additional floors.

0	999 sq. ft.	\$ 50
1,000	2,999 sq. ft.	\$ 65
3,000	4,999 sq. ft.	\$ 80
5,000	7,999 sq. ft.	\$ 120
8,000	9,999 sq. ft.	\$ 150
10,000	14,999 sq. ft.	\$ 200
15,000	24,999 sq. ft.	\$ 225
25,000	39,999 sq. ft.	\$ 300
40,000	59,999 sq. ft.	\$ 400
60,000	99,999 sq. ft.	\$ 500
100,000	and greater	\$ 750

Schools – trade schools, dance schools, music schools, nursery school or any type of school operated for profit	\$ 50
Service providers, such as persons, firms partnerships or corporations delivering any product, good or service whatsoever in nature within the City	\$ 75
Service stations selling oils, supplies, accessories for service at retail	\$ 75 + \$25.00 for attached car wash
Short-Term Rentals—short-term rental owner or operators, listing companies, brokers, agents, or others acting on behalf of short-term rental owners in La Vista room	5% of gross receipts from or property rentals.
Telecommunication Companies (includes land lines, wireless, cellular, and mobile)	4% of gross receipts
Telephone Surcharge - 911	\$1.00 per line per month
Tobacco License	\$ 15 (based on State Statute)
Tow Truck Companies	\$ 75
Late Fee (Up to 60 days)	\$ 35
Late Fee (60-90 days)	\$ 75
Late Fee (over 90 days)	Double Occupation tax or \$100, whichever is greater

CONVENIENCE FEES

Restaurant & Drinking Places Occupation Tax, Hotel Occupation Tax, and General Business Occupation Tax Payments through online portal Credit Cards, Debit Cards, & Digital Wallet	2.5% of transaction + \$0.30
E-Checks	\$1.50 for transactions ≤ \$60,000
All Other Payments	
Credit Cards	3% of transaction with \$2 minimum transaction
E-Checks	\$3 for transactions ≤ \$10,000 \$10 for transactions > \$10,000

OTHER FEES

Barricades	
Deposit Fee (returnable)	\$ 60/barricade
Block Parties/Special Event	\$ 5/barricade per day
Construction Use	\$30 ea. (7 days maximum)
Blasting Permit	\$1,000
Bucket Truck Rental w/operator	\$150 per hour
Charging Station Fees	
Standard Charge Station	\$2/hr. – First 6 hours \$0.33/min. after 6 hours
Rapid Charge Station	\$5/hr. – First 2 hours \$.033/min. after 2 hours
Community Garden Plot Rental	\$20 annually
Conflict Monitor Testing	\$200
Cat License Fee (per cat – limit 3)	\$12 each if spayed/neutered \$25 each if not spayed/neutered
Late Fee	\$10 each if spayed/neutered
Late Fee	\$20 each if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog License Fee (per dog – limit 3)	\$12 each if spayed/neutered \$ 25 each if not spayed/neutered
Late Fee	\$10 each if spayed/neutered
Late Fee	\$20 each if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog/Cat License Handling Fee (in addition to above fees)	\$5
Dog or Cat License Replacement if Lost	\$6
Dog or Cat Capture and Confinement Fee MAXIMUM OF 4 DOGS AND/OR CATS WITH NO MORE THAN 3 OF EITHER SPECIES	\$10 + Boarding Costs
Election Filing Fee	1% of Annual Position Salary
Fireworks Sales Permit (Non-Profits)	\$2,000

Handicap Parking Permit Application Fee State	\$ Currently Not Charging Per
Natural Gas Franchisee Rate Filing Fee (For rate changes not associated w/the cost of purchased gas.)	Per Agreement
Open Burning Permit	\$ 10
Parking Fees	
Monthly Parking	
Covered Stall	\$50/Month per permit
Uncovered Stall	\$25/Month per permit
Business Reserved	\$100/Month per permit
Daily Parking (Parking Day runs 6 a.m.-6 p.m.)	
Parking Structure No. 1	3 hours free (\$0), after which \$1.00/hour up to \$10/day
Parking Structure No. 2	3 hours free (\$0), after which \$1.00/hour up to \$10/day
City Centre Surface Parking Lot	\$1.00/hour up to \$10/day
Event Parking	
Parking Structure No. 1	\$5/event
Parking Structure No. 2	\$5/event
City Centre Surface Parking Lot	\$20/event
Facility Rental Fee (Parking Structure No. 2 only)	
Daytime Event (Ending by 6:00 p.m.)	\$500
Evening Event (Starting at/after 6:30 p.m.)	\$1,000
Parking Ticket Fees	
If paid within 7 days of violation date	\$20 (\$5 + \$15 admin fee)
If paid after 7 days of violation date but within 30 days	\$25 (\$10 + \$15 admin fee)
If paid after 30 days of violation date	\$35 (\$20 + \$15 admin fee)
Pawnbroker Permit Fees:	
Initial	\$150
Annual Renewal	\$100
Pet Store License	\$ 50 (In addition to Occ. License)
Kennel or Cattery License	\$100
Public Assembly Permit (requires application and approval)	\$ 00
Returned Check Fee (NSF)	\$ 35
Storage of Explosive Materials Permit	\$100
Towing/Impound Fee	\$ 30
Trash Hauling Permit Performance Bond	\$ 25/yr./truck + \$25,000
Golf Car Registration Fee	\$100
Special City Events –Vendor Booth & Food Truck Fees	
10x10 booth or truck size	\$ 25
20x10 booth or truck size	\$ 45

30x10 booth or truck size \$ 60

PUBLIC RECORDS

Records Request – Resident \$0.25 per copy (may be subject to additional costs after 8 hours as allowed by State Statute). Staff rate is \$15.00/Half Hour (after 8 hours) + Copy Costs* (May be subject to deposit)

Records Request – Non-Resident \$0.25 per copy (plus staff salary & benefits and attorney fees as allowed by State Statute). Staff rate is \$15.00/Half Hour + Copy Costs* (May be subject to deposit)

Audio Tapes \$5.00 per tape
Video Tapes or CD/DVD \$10.00 per tape/CD

*Copy costs shall be established by the Finance Director

Unified Development Ordinance \$100
Comprehensive Plan \$ 50

Zoning Map \$5 11"x17"
\$10 12"x36"
\$30 36"x120"

Zoning Ordinance w/Map \$ 30

Subdivision Regulations \$ 30

Future Land Use Map \$5 11"x17"
\$10 12"x36"
\$30 36"x120"

Ward Map \$ 2

Fire Report \$ 5

Police Report \$ 5

Police Photos (Digital) \$10/CD

Criminal history \$10

FALSE AND NUISANCE ALARMS

Registration Fee for Alarm System (not to include single family or duplexes) \$25

Renewal Fee for Alarm System (not to include single family or duplexes) \$25

Late Registration Charge \$35

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	No Charge
3	\$100.00
4 or more	\$250.00

False Alarm Fee for Alarm Systems without Registration - \$250 per alarm after 1st alarm (not to include single family or duplexes)

RESCUE SQUAD FEES

Basic Life Support Emergency	\$ 750
Basic Life Support Non-Emergency	\$ 750
Advanced Life Support Emergency 1	\$ 850
Advanced Life Support Emergency 2	\$1050
Advanced Life Support Non-Emergency	\$ 850
Mileage – per loaded mile	\$ 17
Lift Assist Fee	\$ 400

LIBRARY FEES

Membership (Non-Resident Family)	6 month	\$ 35.00
	1 year	\$ 60.00
	1 month	\$ 7.00
Administrative fee – SID interlocal		\$100.00 annually
Fax		\$2.00 up to 5 pages
Overdue Fees Books, Kits, Periodicals		\$.05/day
Audio Books/Board Games/CDs		\$.10/day
Cake Pans/Telescope/Puzzles		
Playaway device/DVDs		\$ 1.00/day
Board Game, Puzzle not returned to Circulation Desk		\$5.00
Damaged & Lost items		\$5.00 processing fee + actual cost
Color Copies		\$.50
Copies		\$.10
PLA filament		\$.10/gram
Inter-Library Loan		\$3.00/transaction
Lamination – 18” Machine		\$2.00 per foot
Lamination – 40” Machine		\$6.00 per foot
Seasonal/Special Workshops		\$15.00
Makerspace Fees		
3D Printer		\$.10/gram
Laser Cutter		
1/8 inch 8x12		\$.50
1/8 inch 12x12		\$ 1.00
1/8 inch 12x16		\$ 1.25
1/4 inch 8x12		\$.75
1/4 inch 12x12		\$ 1.10
1/4 inch 12x16		\$ 1.50
Glassware		\$ 1.50
Cork Coaster		\$.35
White Chipboard Coasters		\$.35
Glass trivets/cutting boards		\$ 1.50
Small Bevel Mirrors		\$ 1.50
Heat Press & Mug Press		
Sublimation paper		\$ 1.00/sheet
Mugs		\$ 2.00
Ceramic Tiles		\$ 1.00
Bags		\$.75
Button Maker		
Pins (3 part)		\$.35
Magnets		\$.35
Bottle openers		\$.35
Mylar rings		\$.10

RECREATION FEES

City Administrator has the authority to waive and/or discount Recreation Fees.	
Refund Policy (posted at the Community Center)	\$10.00 administrative fee on all approved refunds
Late Registration Fee	\$10.00
(*La Vista Employee will receive Resident Rate)	

Convenience Fee
Credit Cards

3%

	<u>Resident*</u>	<u>Non-Resident</u>	<u>Business Groups</u>	<u>Non-Proft</u>
Clubhouse	\$ 75/Hour \$ 450/Full Day	\$ 100/Hour \$ 500/Full Day	\$ 150/Hour \$ 550/Full Day	\$ 60/Hour \$ 425/Full
Day				
Deposit (Refundable)	\$ 100	\$ 100	\$ 100	\$ 100
<u>Alcohol Use</u>				
Deposit (Refundable)	\$200	\$200	\$200	\$200

Community Center

	<u>Resident*</u>	<u>Non-Resident</u>	<u>Business Groups</u>	<u>Non-Profit</u>
Facility Rental				
Gym (1/2 Gym)	\$ 40/Hour	\$ 80/Hour	\$ 100/Hour	\$ 38/Hour
Gym (Full)	\$ 75/Hour	\$ 160/Hour	\$175/Hour	\$75/Hour
Whole Community Center	\$1000/Day \$500/Half Day	\$1500/Day \$750/Half Day	\$2000/Day \$1000/Half Day	\$ 800/Day \$400/Half Day
Game Room	\$ 22/Hour	\$ 44/Hour	\$ 44/Hour	\$ 22/Hour
Meeting Rooms (Rental)	\$ 15/Hour/Room \$ 12/Hour/Room	\$ 25/Hour/Room	\$ 30/Hour/Room	
Kitchen (Rental)	\$ 21/Hour	\$ 30/Hour	\$ 35/Hour	\$ 19/Hour
Deposit (Refundable)		\$ 100/Whole Day Rental \$ 100/Whole Day Rental	\$ 100/Whole Day Rental \$ 100/Whole Day Rental	
Alcohol Use				
Deposit (Refundable)	\$200	\$200	\$200	\$200

	<u>Resident*</u>	<u>Non-Resident</u>	<u>Business Groups</u>	<u>Non-Profit</u>
Pickleball Court	\$7/hour	\$10/hour	\$10/hour	\$ 7/Hour
Racquetball/ Wallyball Court	\$ 7/Hour	\$ 10/Hour	\$ 10/Hour	\$ 7/Hour
Stage (Rental)	\$ 12/Hour	\$ 22/Hour	\$ 27/Hour	\$ 12Hour

Facility Usage (Fitness Room, Gym, Drop-In, Programs, Open Gym)	<u>Resident</u>	<u>Non-Resident</u>
	Daily Visit (19 and up)	\$ 3.00
Daily Visit (Seniors 55+)	\$ -0-	\$ 2.00

Membership Card	<u>Resident</u>	<u>Non-Resident</u>
	Daily Visit (18+ younger)	\$ -0-
Daily Visit (Employee/ Employee Child/Spouse)	\$ -0-	\$ -0-
Membership (55+)	\$ -0-/Month	\$20/Month

Variety of programs as determined by the Recreation Director
Fees determined by cost of program Classes

<u>Contractor</u>	<u>City</u>
75%	25%

Contract Instructor Does Registration and Collects Fees

Fields		Non-Profit
Tournament Fees	\$ 30/Team/Tournament	\$
10/Team/Tournament		
Tournament Field Fees		
20/Field/Day	\$ 50/Field/Day	\$ 20/Field/Day
Field Rentals (Resident and Non Resident)	\$ 40 / 2 Hours	\$ 30/2 hours
Gate/Admission Fee	10% of Gross	0% gross

The Link
 Base Rental Fee Entire Facility \$1,000
 User supplies operating staff and is responsible for all cleaning and trash removal.

Mobile Stage Rental \$1,500/Day Rental

Parks

Open Green Space \$100/Event
 Resident* Non-Resident Business Non-Profit

Park Shelters \$15/3 hours \$25/3 hours \$ 30/3 Hours \$ 12/3 Hours

Swimming Pool Resident* Non-Resident
 Youth Daily \$ 2 \$ 4
 Adult Daily \$ 3 \$ 4
 Resident Tag \$ 2
 Family Season Pass \$105 \$165
 Youth Season Pass \$ 65 \$ 95
 Adult Season Pass \$ 75 \$105

30-Day Pass \$ 55 \$ 85
 Season Pass (Day Care) \$275 \$275
 Swim Lessons \$ 30 \$ 55

*Swimming Pool memberships and specials prices shall be established by the Finance Director

Youth Recreation Programs Resident* Non-Resident
 Coed T-Ball Ages 5-6 \$ 45/55 \$60/70
 Softball/Baseball Ages 7-8 \$ 50/60 \$65/75
 Softball/Baseball Ages 9-10 \$ 65/75 \$85/95
 Softball/Baseball Ages 11-12 \$ 75/85 \$105/115
 Softball/Baseball Ages 13-14 \$ 85/95 \$105/115
 Softball/Baseball Age 15-18 \$110/120 \$140/150
 Basketball Clinic \$ 17/27 \$22/32
 Basketball Grades 3-8 \$ 55/65 \$65/75
 Soccer Academy \$ 33/43 \$53/63
 Flag Football \$ 33/43 \$53/63
 Volleyball \$ 55/65 \$65/75
 3 yr. old Soccer Clinic \$17/27 \$22/33

Adult Recreation Programs – Per Team

Adult Volleyball– Spring \$ 60
 Adult Spring Softball – Single \$215
 Adult Spring Softball – Double \$420
 Adult Volleyball – Fall/Winter \$120
 Adult Fall Softball – Single \$120
 Adult Fall Softball – Double \$235
 Senior Spring Softball \$15 per game per team
 Senior Fall Softball \$17 per game per team

Special Services Van Fees

Zone 1 Trip within city limits (La Vista & Ralston) \$1.00 one way

Includes trips to grocery stores and senior center

Zone 2 Trip outside city limits \$3.00 one way

Zone 3 Trip outside city limits \$10.00 one way

Bus pass (each punch is worth \$1.00) \$30.00

Section 2. Sewer Fee Schedule.

§3-103 Municipal Sewer Department; Rates.

A. Levy of Sewer Service Charges. The following sewer service charges shall be levied against the user of premises, property or structures of every kind, nature and description, which has water service from any supply source and are located within the wastewater service area of the City of La Vista.

- B. Computation of Sewer Service Charges. For the months of December, January, February and March, the monthly charge for residential sewer services will be computed on the actual water used for these months. The monthly charge for residential sewer service in the months of April, May, June, July, August, September, October and November will be computed on the average water usage of the four (4) preceding winter months of December, January, February and March or for such portion of said consumption, whichever is the lesser. At the option of the City of La Vista, water used from private wells shall be either metered or estimated for billing purposes.
- C. Amount of Sewer Service Charges. The total sewer service charge for each sewer service user will be the sum of three (3) charges: (1) customer charge, (2) flow charge, and (3) abnormal charge.

1. The customer charge is as follows
 - a. For sewer service users classified as Residential, the same being sewer service to a single family dwelling, or a duplex, apartment, or other multi-family dwelling (e.g. apartments) wherein each dwelling unit has a separate water meter that is read and charged for water and sewer use by the Metropolitan Utilities District - ~~\$13.49~~ 13.62 per month.
 - b. For sewer service users classified as Residential-Multi-Family, the same being sewer service to Multi-Family dwellings (e.g. apartments) wherein there is only a separate water meter to each building or complex that is read and charged for water and sewer use by the Metropolitan Utilities District - ~~\$14.47~~ 14.61 per month.
 - c. For sewer service users classified as General Commercial: Customers who normally use less than 100,000 cubic feet of water per month and who are not Residential users or Residential-Multi-Family users - ~~\$14.47~~ 14.61 per month. For sewer service users in this category that require manual billing, add \$10.00 for a total of ~~\$24.47~~ 24.61. The manual billing of the customer charge will come from the City of La Vista instead of the Metropolitan Utilities District.
2. The flow charge for all sewer service users shall be ~~\$5.13~~ 5.39 per hundred cubic ~~feet (ccf).~~
feet (ccf).

Temporary additional flow charges*

For the period of June 1, 2025 through May 31, 2027, the following supplemental flow charges also shall apply, in addition to the above flow charge, resulting in total flow charges during this period as indicated below:

Residential: additional flow charge of \$.26 per hundred cubic feet (ccf), This will result in a total residential flow charge of ~~\$5.39~~ 5.65 per hundred cubic feet (ccf)

Commercial: additional flow charge of \$.23 per hundred cubic feet (ccf), This will result in a total commercial flow charge of ~~\$5.36~~ 5.62 per hundred cubic feet (ccf)

*Temporary additional flow charges recover amounts for increased rates previously authorized September 5, 2023 and September 3, 2024 and unbilled, effective for the period indicated.

3. If users have abnormal strength sewage as determined by the terms of the Wastewater Service Agreement between the City of La Vista and the City of Omaha, then additional charges will be billed to the user at the applicable rates as determined by said Agreement.
4. If users other than those classified herein are connected to the wastewater collection system, the Customer Charges, the Flow Charges and Other

Charges will be determined by the City Council in accordance with rules and regulations of the EPA and the Agreement between the City of La Vista and the City of Omaha.

Section 3. Sewer/Drainage Connection Fee Schedule. A fee shall be paid to the City Treasurer as set forth in this section for each structure or tract to be connected to the sewer system of the City. No connection permit or building permit shall be issued until the following connection fees have been paid.

Section 3.1 – City of Omaha - Stonybrook Outfall Sewer Shed

Fees collected in the City of Omaha – Stonybrook Sewer Shed as defined by Exhibit “I” of the Wastewater Service Agreement (WSA) between the City of Omaha and City of La Vista, current revision, and as further defined by Section 31-259 of the City of Omaha Municipal Code, shall be as follows:

	Effective 1/1/2025	Effective 2/1/2026
Residential		
Single Family Dwelling	\$0.637/SF	\$0.637/SF
Mobile Homes As Used as a Residence	\$2,128/pad	\$2,128/pad
All Other Residential Uses	\$ 2,156/unit	\$2,156/unit
Commercial/Industrial	\$15,009/acre of land as platted	\$15,009/acre of land as platted

Ninety Five Percent (95%) of Connections Fees are to be periodically remitted back to the City of Omaha on a periodic basis as defined by the WSA.

Section 3.2 – Sarpy County Outfall and City of La Vista Sewer Sheds

Fees collected in the Sarpy County Sewer Shed and/or City of La Vista Sewer Shed as defined by Exhibit “I” of the Wastewater Service Agreement (WSA) between the City of Omaha and the City of La Vista, current revision, shall be as follows:

	Effective 1/1/2025	Effective 1/1/2026
Residential		
Single Family Dwelling	\$1,482	\$1,534
Duplex	\$1,482/unit	\$1,482/unit
Multiple Family	\$ 1,156/unit	\$1,197/unit
Commercial/Industrial	\$8,049/acre of land as platted	\$8,331/acre of land as platted
Park/Common Area (incl. Athletic Fields)	\$450/AC of land as platted	\$466/acre of land as platted

\$5,500 per acre as collected within the Sarpy County Sewer Shed are periodically remitted back to Sarpy County.

The fee for commercial (including industrial) shall be computed on the number of acres within each platted lot or tract, irrespective of the number of structures to be constructed thereon.

The applicable fee shall be paid in respect to each lot or building site as a condition of City’s issuance of any building or sewer connection permit.

- A. **Changes in Use.** If the use of a lot changes subsequent to payment of the fee, which different use would require payment of a fee greater than that payable in respect to the use for which the fee was originally paid, the difference in fee shall be paid to the City at time of such change in use.
- B. **Existing Structures.** Structures for which sewer connection and building permits have been issued, and all permit fees in respect thereto paid, prior to the effective date hereof shall be exempt from the fees herein imposed.

- C. Preconnection Payments. Where preconnection payment charges for a subdivision or portion thereof have been paid to City at time of subdivision of a tract pursuant to agreement between the City and the developer and the sanitary and improvement district, if any, financing improvements of the subdivision, the preconnection payment so made shall be credited by City to the sewer/drainage fees payable at time of connection of the individual properties to the sewer/drainage systems of the City.
- D. Sewer Tap and Inspection and Sewer Service Fees. The fees imposed by Section 3 hereof are in addition to and not in lieu of (1) sewer tap and inspection fees payable pursuant to Section 3-122 of the La Vista Municipal Code and listed herein and (2) sewer service charges imposed by Section 2 hereof.

Section 4. Sewer Inspection Charges Established for Installation. Inspection charges for nonresidential property sewer installation shall be:

Sewer Tap Fee (Inspection Fee)	
Service Line w/inside diameter of 4"	\$400
Service Line w/inside diameter of 6"	\$600
Service Line w/inside diameter of 8"	\$700
Service Line w/inside diameter over 8"	Special permission/set by Council

Section 5. Miscellaneous Sewer Related Fees: Miscellaneous sewer related fees shall be:

Private Sewage Disposal System Const. Permit	\$	1,500
Appeal Fee Re: Issuance or Denial of Sewer Permits	\$	1,500

Section 6. Repeal of Ordinance No. ~~157880~~. Ordinance No. ~~157880~~ as originally approved on ~~May 19~~June 2, 2026 and all ordinances in conflict herewith are hereby repealed.

Section 7. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 8. Effective Date. This Ordinance shall take effect from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that:

(1) Pawnbroker occupation taxes of Section 1 shall be effective April 1, 2003. Pawnbroker occupations taxes shall be payable on a monthly basis no later than the last day of the calendar month immediately following the month in which the subject pawnbroker transactions occur. For example, the occupation tax on pawnbroker transactions for the month of April 2003 shall be due and payable on or before May 31, 2003.

(2) Pawnbroker permit fees shall be effective January 1, 2004. Annual pawnbroker permit fees shall be due and payable annually on or before January 1. Initial pawnbroker permit fees shall be due and payable on or before the date that the pawnbroker license is issued. Issuance of renewal of pawnbroker permits shall be subject to payment of applicable permit fees.

(3) Rental Inspection Program License fees shall be effective January 1, 2011.

(4) The remaining provisions of this Ordinance other than those specified in Sections 8(1), 8(2) and 8(3) shall take effect upon publication, unless a different effective date is otherwise expressly provided in this Ordinance.

PASSED AND APPROVED THIS 2ND DAY OF JUNE 2026.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

Exhibit A

BUILDING PERMIT FEE SCHEDULE

Permit Fee Schedule

Total Valuation	Fee Base
\$1.00 - \$500.00	\$30.00
\$501.00 - \$600.00	\$33.02
\$601.00 - \$2,000.00	\$36.54 plus \$3.52 for each additional \$100.00

Breakdown

Total Valuation	Fee Base
\$1.00 - \$500.00	\$30.00
\$501.00 - \$600.00	\$33.02
\$601.00 - \$700.00	\$36.54
\$701.00 - \$800.00	\$40.06
\$801.00 - \$900.00	\$43.58
\$901.00 - \$1,000.00	\$47.10
\$1,001.00 - \$1,100.00	\$50.62
\$1,101.00 - \$1,200.00	\$54.14
\$1,201.00 - \$1,300.00	\$57.16
\$1,301.00 - \$1,400.00	\$61.18
\$1,401.00 - \$1,500.00	\$64.70
\$1,501.00 - \$1,600.00	\$68.22
\$1,601.00 - \$1,700.00	\$71.74
\$1,701.00 - \$1,800.00	\$75.26
\$1,801.00 - \$1,900.00	\$78.78
\$1,901.00 - \$2,000.00	\$82.30

Permit Fee Schedule

Total Valuation	Fee Base
\$2,001.00 - \$25,000.00	\$82.30 plus \$16.17 for each additional \$1,000.00

Breakdown

Total Valuation	Fee Base
\$2,001.00 - \$3,000.00	\$98.47
\$3,001.00 - \$4,000.00	\$114.64
\$4,001.00 - \$5,000.00	\$130.81
\$5,001.00 - \$6,000.00	\$146.98
\$6,001.00 - \$7,000.00	\$163.15
\$7,001.00 - \$8,000.00	\$179.32
\$8,001.00 - \$9,000.00	\$195.49
\$9,001.00 - \$10,000.00	\$211.66
\$10,001.00 - \$11,000.00	\$227.83
\$11,001.00 - \$12,000.00	\$244.00
\$12,001.00 - \$13,000.00	\$260.17
\$13,001.00 - \$14,000.00	\$276.34
\$14,001.00 - \$15,000.00	\$292.51
\$15,001.00 - \$16,000.00	\$308.68
\$16,001.00 - \$17,000.00	\$324.85
\$17,001.00 - \$18,000.00	\$341.02
\$18,001.00 - \$19,000.00	\$357.19
\$19,001.00 - \$20,000.00	\$373.36
\$20,001.00 - \$21,000.00	\$389.53
\$21,001.00 - \$22,000.00	\$405.70
\$22,001.00 - \$23,000.00	\$421.87
\$23,001.00 - \$24,000.00	\$438.04
\$24,001.00 - \$25,000.00	\$454.21

Permit Fee Schedule

Total Valuation	Fee Base
\$25,001.00 - \$50,000.00	\$454.21 plus \$11.67 for each additional \$1,000.00 or fraction
\$50,001.00 - \$100,000.00	\$732.85 plus \$8.64 for each additional \$1,000.00 or fraction
\$100,001.00 - \$500,000.00	\$1,164.85 plus \$6.47 for each additional \$1,000.00 or fraction
\$500,001.00 - \$1,000,000.00	\$3,633.44 plus \$5.49 for each additional \$1,000.00 or fraction
\$1,000,000.00 and up	\$6,378.44 plus \$3.99 for each additional \$1,000.00 or fraction

BUILDING PERMIT FEE SCHEDULE (CONTINUED)

Examples

<u>Total Valuation</u>	<u>Fee Base</u>
\$200,000.00	\$1,811.85
\$300,000.00	\$2,458.85
\$400,000.00	\$3,105.85
\$500,000.00	\$3,752.85
\$600,000.00	\$4,399.85
\$700,000.00	\$5,046.85
\$800,000.00	\$5,692.85

Other Inspections

<u>Inspection</u>	<u>Fee</u>
Inspections outside of normal business hours	\$100 per hour – minimum charge 2 hours
Re-Inspection	\$100

ELECTRICAL PERMIT FEE SCHEDULE

Permit Issuance

For the issuance of each electrical permit:

Permit issuance	\$30.00
For the issuance of each supplemental permit for which the original permit has not expired, been canceled, or finalized	\$15.00

System Fee Schedule

Please note that the following do not include the permit issuance fee:

New Residential Buildings: The following Fees shall include all wiring and electrical equipment in or on each building, or other electrical equipment on the same premises constructed at the same time:

Multi-Family: For new multi-family buildings (apartments and condominiums) having three or more dwelling units constructed at the same time, not including the area of garages, carports, and accessory buildings, per square foot (0.09 m ²)	\$0.08/sq. ft.
Single and Two-Family: For new single and two-family residential buildings constructed at the same time and not including the area of garages carports and accessory buildings, per square foot (0.09 m ²)	\$0.086/sq. ft.

Private Swimming Pools: The following Fees shall include all wiring and electrical equipment in or on each building, or other electrical equipment on the same premises constructed at the same time:

For new private, in-ground swimming pools for single-family and multi-family occupancies, including a complete system of necessary branch circuit wiring, bonding, grounding, underwater lighting, water pumping, and other similar electrical equipment directly related to the operation of a swimming pool, each pool	\$49.50
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Carnivals and Circuses: Carnivals, circuses, or other traveling shows or exhibitions utilizing transportable-type rides, booths, displays, and attractions.

For electrical generators and electrically driven rides	\$25 each
For mechanically driven rides and walk-through attractions or displays having electric lighting	\$10.00 each
For a system of area and booth lighting	\$10.00 each
For permanently installed rides, booths, displays and attractions use the "Unit Fee Schedule"	N/A

Temporary Power Service

For a temporary service pole or pedestal, including all pole or pedestal-mounted receptacle outlets and appurtenances	\$27.00 each
For a temporary distribution system and temporary lighting and receptacle outlets for construction sites, decorative lights, Christmas tree sales lots, fireworks stand, etc.	\$14.15 each

Unit Fee Schedule

Please note that the total permit cost will include the permit issuance fee:

Receptacle, Switch and Light Outlets: For receptacle, switch, light, or other outlets at which current is used or controlled, except services, feeders and meters. Please note that for multi-outlet assemblies, each five (5) feet (1524 mm) or fraction thereof may be considered as one outlet.

First 20 fixtures	\$1.25 each
Additional fixtures	\$0.90 each

ELECTRICAL PERMIT FEE SCHEDULE (CONTINUED)**Lighting Fixtures:** For lighting fixtures, sockets, or other lamp-holding devices:

First 20 fixtures	\$1.25 each
Additional fixtures	\$0.90 each
For pole or platform-mounted lighting fixtures	\$1.25 each
For theatrical-type lighting fixtures or assemblies	\$1.25 each

Residential Appliances: The following Fees shall include all wiring and electrical equipment in or on each building, or other electrical equipment on the same premises constructed at the same time:

For fixed residential or receptacle outlets for same, including wall-mounted electric ovens, counter-mounted cooking tops, electric ranges, self-contained room, console, or through-wall air conditioners, space heaters, food waste grinders, dishwashers, washing machines, water heaters, clothes dryers or other operated appliances not exceeding one (1) horsepower (HP) (746 W) in rating. For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Power Apparatus.	\$5.45 each
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Non-Residential Appliances

For non-residential appliances and self-contained factory-wired, non-residential appliances not exceeding one (1) horsepower (HP), kilowatt (kW) or kilovolt-ampere (kVA), in rating, including medical and dental devices, food, beverage and ice cream cabinets, illuminated show cases, drinking fountains, vending machines, laundry machines or other similar types of equipment. For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Power Apparatus.	\$5.45 each
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Power Apparatus: For motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners, heat pumps, cooking or baking equipment and other apparatus as follows: Rating in horsepower (HP), kilowatts (kW), kilovolt-amperes (kVA) or kilovolt-amperes-reactive (kVAR). For equipment or appliances having more than one motor, transformer, heater, etc. the sum of the combined ratings may be used. These fees include all switches, circuit breakers, contractors, thermostats, relays and other directly related control equipment.

Up to and including 1	\$5.45 each
Over 1 up to and including 10	\$14.10 each
Over 10 up to and including 50	\$28.30 each
Over 50 up to and including 100	\$56.90 each
Over 100	\$86.65 each

Bus-ways

For trolley and plug-in-type bus-ways, each one hundred (100) feet (30.48 mm) or fraction thereof. An additional fee is required for lighting fixtures, motors and other appliances that are connected to trolley and plug-in-type bus-ways. A fee is not required for portable tools.	\$8.00
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Signs, Outline Lighting & Marquees

For signs, outline lighting systems or marquees supplied from one branch circuit	\$28.30 each
For additional branch circuits within the same sign, outline lighting system or marquee	\$5.45each

Service

For services of 600 volts or less and not over 200 amperes in rating	\$35.05 each
For services of 600 volts or less and between 200 and 1,000 amperes	\$71.45 each
For services over 600 volts, or over 1,000 amperes in rating	\$142.92 each

Miscellaneous Apparatus, Conduits & Conductors: This fee is not applicable when a fee is paid for one or more services, outlets, fixtures, appliances, power apparatus, bus-ways, signs or other equipment.

For electrical apparatus, conduits and conductors for which a permit is required, but for which no fee is herein set forth	\$20.95
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Other Inspection Fees:

Inspections outside of normal business hours (min. charge 2 hours)	\$100.00/hr.
Re-Inspection fees assessed under provisions of Section 305.8	\$100.00

MECHANICAL PERMIT FEE SCHEDULE

Permit Issuance

For the issuance of each mechanical permit:

Commercial	\$30.00
Residential	\$30.00
For issuing each supplemental permit for which the original permit has not expired, been canceled or finaled	\$15.00

Unit Fee Schedule

Please note that the following do not include the permit issuance fee:

Furnaces

For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 BTU/ 3 Ton	\$30.00
For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 BTU/ 3 Ton	\$50.00
For the installation or relocation of each floor furnace, including vent or heat pump	\$17.05
For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater	\$17.05

Appliance Vents

For the installation, relocation or replacement of each appliance vent installed included in an appliance permit	\$8.35
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Repairs or Additions

For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	\$15.85
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Ventilation and Exhaust

For each ventilation fan connected to a single duct	\$8.35
For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	\$12.30
For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood	\$12.30

Boilers, Compressors and Absorption Systems (AC Units):

For the installation or relocation of each boiler or compressor up to and including 100,000 BTU /3 Ton	\$30.00
For the installation or relocation of each boiler or compressor over 100,000 BTU / 3 Ton	\$50.00

Evaporative Coolers

For each evaporative cooler other than portable type	\$12.30
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Air Handlers*

For each air-handling unit up to and including 10,000 cubic feet per minute (cfm) (4,179 L/s), including ducts attached thereto	\$12.30
For each air-handling unit over 10,000 cfm (4719 L/s)	\$20.90

*Please note that this fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler, or absorption unit for which a permit is required elsewhere in the Mechanical Code.

Incinerators

For the installation or relocation of each domestic type incinerator	\$20.90
For the installation or relocation of each commercial or industrial type incinerator	\$16.70

Miscellaneous

For each appliance or piece of equipment regulated by the Mechanical Code not classed in other appliance categories, or for which no other fee is listed in the Master Fee Ordinance	\$12.30
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Other Inspections and Fees

Inspections outside of normal business hours (min. charge – 2 hrs)	\$100/hr.
Re-inspection Fee	\$100

PLUMBING PERMIT FEE SCHEDULE**Permit Issuance**

For the issuance of each plumbing permit:

Permit issuance	\$30.00
Each supplemental permit	\$15.00

Unit Fee Schedule

Please note that the following do not include the permit issuance fee.

For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping, and backflow protection therefore)	\$8.00
For each building sewer and each trailer park sewer	\$15.75
Rainwater systems (inside building) – per drain	\$8.00
For each cesspool (where permitted)	\$50.00
For each private sewage disposal system	\$50.00
For each water heater and/or vent	\$8.00
For each gas-piping system outlet, per outlet	\$8.00
For each additional gas piping system, per outlet	\$1.50
For each industrial waste pretreatment interceptor, including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps	\$8.00
For each installation, alteration or repair of water piping and/or water treating equipment	\$8.00
For each repair or alteration of drainage or vent piping, each fixture	\$8.00
For each law sprinkler system on any one meter including backflow protection devices therefore	\$8.00
For atmospheric-type vacuum breakers not included in Item 12: 1 to 5	\$8.00
For atmospheric-type vacuum breakers not incl. in Item 12: Over 5 (ea.)	\$1.25
For each gray-water system	\$50.00
For each initial installation and testing for a reclaimed water system	\$40.00
For each annual cross-connection testing of a reclaimed water system (excluding initial test)	\$40.00
For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas	\$60.00
For each additional medical gas inlet(s)/outlet(s)	\$8.00
For each backflow protective device other than atmospheric-type vacuum breakers, 2 inches (51 mm) diameter and smaller	\$8.00
For each backflow protective device other than atmospheric-type vacuum breakers, over 2 inches (51 mm) diameter	\$18.00

Other Inspections and Fees (Flat Fees)

Backflow preventer permit	\$30.00
Underground sprinklers	\$30.00
Inspections outside of normal business hours (minimum charge 2 hours)	\$100/hr
Re-Inspection Fee	\$100.00

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NO. 1580, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

Section 1. General Fee Schedule. The fees and taxes charged by the City of La Vista for various services, facilities, and occupations shall be, and the same hereby are, fixed in accordance with the following schedule; no modifier shall be used, and such fees and taxes charged shall be in accordance with such rules as the City Council may establish:

BUILDING & USE FEES

(Apply inside City limits and within the Extra-territorial zoning jurisdiction)

The Building Permit Fee Schedule, Electrical Permit Fee Schedule, Mechanical Permit Fee Schedule, and Plumbing Permit Fee Schedule attached hereto as Exhibit A are hereby incorporated by reference.

Building Permit

(Building valuation is determined by the issue of the ICC Building Valuation Data adopted by the City)

General	\$30 Base fee + see Building Permit Fee Schedule (Exhibit A)
Commercial/Industrial	\$30 Base fee + see Building Permit Fee Schedule (Exhibit A)
Plan Review Fee	
Commercial (non-refundable)	\$100 or 10% of building permit fee (whichever is greater)
External Review of Plans by Qualified Consultants (as deemed necessary by Community Development and/or Public Works Departments - collected at the time of permit application submittal)	Actual Fee Incurred
Technology Fee (based on application fees on all permits and applications – both planning and building)	\$0-\$949.99 – 8% of underlying fee \$950.00-\$2,499.99 - \$75 \$2,500.00-\$5,999.99 - \$150 \$6,000.00-\$8,999.99 - \$250 \$9,000.00 and over - \$500
Design Review (non-refundable) – Fees provided below are base fees. However, if there are numerous revisions required, the actual cost incurred by City above the base fee will be charged.	
Tenant Bay Façade Renovation	\$500 min. fee or actual fee incurred
Bldgs. 24,999 sq. ft. or less	\$1,500 min. fee or actual fee Incurred
Bldgs. 25,000 – 49,999 sq. ft.	\$2,000 min. fee or actual fee Incurred

Bldgs. 50,000 -99,999 sq. ft.	\$3,000 min. fee or actual fee Incurred
Bldgs. 100,000 + sq. ft.	\$4,000 min. fee or actual fee Incurred
Replacement Plan Review Fee	\$100 + Request for records fees
Engineer's Review	\$500
Building Re-Inspection Fee	\$200
Inspection Fee outside of normal business hours	\$100/hour (2 hour minimum)
<u>RENTAL INSPECTION PROGRAM</u>	
Rental License Fees:	
Multi-family Dwellings	\$50 per Building (including clubhouses) + \$10 per unit
Single-family Dwellings	\$70 per property
Duplex Dwellings	\$70 per unit
Additional Administrative Processing Fee (late fee or no-show fee)	\$125
Rental Inspection Fees:	
Primary Inspection	No charge
Class B Property Inspection (after primary inspection):	
Violation corrected	No charge
Violation not corrected (re-inspection fee)	\$125 per unit
Vacant Property Registration Fee	\$250 Original Registration Fee \$500 First Renewal \$1,000 Second Renewal \$2,000 Third Renewal \$2,500 Fourth Renewal \$2,500 Fifth and Subsequent Renewals
Penalty Fee (example: working without a permit)	3x Regular permit fee
Refund Policy	75% will be refunded when the project is cancelled or not complete within one year. No refund will be given after one year. (Sewer Connection Fee is 100% refunded)
Certificate of Occupancy	\$ 50
Temporary Certificate of Occupancy	\$750
Pre-occupancy fee (Occupancy without C.O.)	\$750
Change of Occupancy Permit Fee	\$100
Temporary Use Permit (includes tents, greenhouses, event structures)	\$75 plus \$10/day
Sign Permit	\$150/sign
Identification Sign, Incidental Sign	\$75/sign
Master Sign Plan (more than 1 sign)	\$150
Common Sign Plan	\$150
Temporary Sign Permit:	
Non-profit or tax exempt organization	\$0
All other temporary signs	\$50/year
Cell Tower Development Permit	\$8,500 min fee or actual fee incurred
Co-locates – Cell Towers	\$5,000 min fee or actual fee incurred

Small Wireless Facilities	\$500 per application for up to five small wireless facilities
Support Structure for Small Wireless Facilities	\$250 per structure
Eligible Facilities Permit	\$250 per application (or actual fee incurred)
Tarp Permit (valid for 6 months)	\$ 30
Solar Panel Permit	\$ 30
Satellite Dish Permit	\$ 30
Above Ground Wading/Swimming Pools at residence (over 2 feet in depth)	\$50
In-ground Swimming Pools at Residence	\$30 Base Fee + see Building Permit Fee Schedule (Exhibit A)
Spas	\$30 Base fee + see Electrical Permit Fee Schedule (Exhibit A)
Dedicated Electrical circuit for pumps	\$ 30
Mechanical Permits	\$ 30 Base Fee + See Mechanical Permit Fee Schedule (Exhibit A)
Plumbing Permits	\$ 30 Base Fee + See Plumbing Permit Fee Schedule (Exhibit A)
Sewer Repair Permit	\$ 30
Backflow protector permit	\$ 30
Underground Sprinklers	\$ 30
Electrical Permits	\$30 Base Fee + See Electrical Permit Fee Schedule (Exhibit A)
City Professional Contractor Registration (Plumbers, Mech. Contractors, etc.)	\$15 and a \$1,000,000 Liability, and a \$500,000 bodily injury insurance Certificate per each occurrence: Also a \$5,000 Bond is required, naming the City as the recipient.
Demolition of building or structure	\$250 plus Insurance Certificate
Moving Permit (buildings 120 square feet or greater)	\$250 plus Insurance Certificate
Decks, Sheds, and Fences	\$30.00 Base Fee + See Building Permit Fee Schedule (Exhibit A)
Residential Roofs and Siding	\$30 Base Fee + See Building Permit Fee Schedule (Exhibit A)
Sidewalks	\$ 30.00
Driveway Replacement	\$ 30.00
Driveway Approach w/o curb cut or grinding	\$ 30.00
With curb requiring cut plus the 4' apron on each side)	
Contractor (Contractor performs curb cut or grind)	\$30.00 plus \$1.00/ft.
City Charge (if City performs curb cuts)	\$50 + \$5/ft. (\$40 set up fee; \$10 permit fee)
City charge (if City performs curb grinds)	\$50 + \$6/ft. (\$40 set up fee; \$10 permit fee)
Utility Cut Permit	\$ 30.00
Appeal Fee Regarding Issuance or Denial of Curb Cut/Driveway Approach Construction Permit	\$250
Street Paving, Surfacing, Resurfacing, Repairing, Sealing or Resealing Permit	\$30.00/Yearly
Appeal Fee Regarding Issuance or Denial of Street Paving, Resurfacing, etc. Permit	\$250

RIGHT-OF-WAY PERMIT FEES

The following are one-time permit fees for structures occupying the public right-of-way:

Canopy or Awning	\$50 for the first 25 ft. + \$10 each additional foot
Balcony	\$75 each
Bicycle Rack	\$50
Light Fixture	\$75 for the first + \$10 each additional light fixture
Marquee	\$50 for the first 25 ft. + \$10 each additional ft.
Sidewalk Café	\$100
Sign	\$100 each (if less than 25 sq. ft.) \$300 each (if 25 sq. ft. or larger)
Windscreen	\$400 each
Planter	\$50
Combination of Awning/Canopy/Sign /Light	\$500
Skywalk	\$500
String Lights	\$150
Temporary Structures/Fencing/etc related to Events	\$50/day
Other structures as approved by the City Administrator	\$300

Provided, however, notwithstanding anything in this Ordinance to the contrary, all property, or parts thereof or improvements thereon, with respect to which legal title is or will be held by or for the benefit of the City of La Vista, La Vista Community Development Agency, City of La Vista Facilities Corporation, La Vista/Metropolitan Community College Condominium Owners Association, Inc., or any other entity directly or indirectly controlled by the City of La Vista as determined by the City Administrator, for a public purpose, and all owners of such property, parts, or improvements, shall be exempt from the Building and Use Fees and/or any other fees in this ordinance. The City of La Vista pursuant to a policy of the City Council also may provide for waiver of any or all such Building and Use Fees, or any other fees under this Ordinance that are payable to the City, with respect any political subdivisions that levy property taxes within the corporate limits of the City, or any entity controlled by any such political subdivision.

FIRE INSPECTION FEES

Plan Review Fees

Commercial Building	10% of building permit fee with a maximum of \$1,000
Fire Sprinkler Plan Review	
1-20 devices	\$100.00
21-50 devices	\$200.00
51-100 devices	\$300.00
101-200 devices	\$400.00
201-500 devices	\$500.00
Over 500 devices	\$500.00 plus \$1.00 per device over 500
Fire Alarm Plan Review	\$50.00

Child Care Facilities:

0 – 8 Children	\$50.00
9 – 12 Children	\$55.00
13 or more children	\$60.00
Inspection	\$25.00

Foster Care Homes:

Liquor Establishments:

Non-consumption establishments	\$60.00
Consumption establishments	\$85.00

Nursing Homes:

50 beds or less	\$55.00
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51to 100 beds	\$110.00
101 or more beds	\$160.00
<u>Fire Alarm Inspection:</u>	
Four year license (Test)	\$100.00
NICET	\$25.00 per year NICET certification last
Annual test (witnessed)	\$30.00
<u>Sprinkler Contractor Certificate:</u>	
Annual	\$100.00
<u>Fuels Division:</u>	
Above ground Hazardous Substance Storage Tanks (Title 158)	
Registration	\$25.00 per tank
Re-registration	\$25.00 per tank (Required whenever change is made to tank or contents)
Above ground Petroleum Storage Tanks (Title 153, Chapter 17)	
Inspection Fee	\$50.00 (Per installation regardless of the number of tanks)
Underground Storage Tanks (Title 159, Chapter 2)	
Farm, residential and heating oil tanks (tanks with a capacity of 1100gallons or less)	
All other tanks	\$10.00 one-time registration fee
Petroleum Release Remedial Action Fund	\$30.00 per tank, annually
Tank installation	\$90.00 per tank, annually
Piping only installation	\$60.00 per tank
	\$60.00
<u>GRADING PERMIT FEES</u>	
5 acres or less	\$ 500
More than 5 acres	\$1,000
<u>TAX INCREMENT FINANCING (TIF) APPLICATION FEES</u>	
Application Fee	\$3,000
Administrative Fee	1.5% on TIF Principal up to \$2,000,000 1% on TIF Principal amount above \$2,000,000 thru \$4,000,000 No additional administrative fee for TIF Principal above \$4,000,000
Redevelopment Plan Amendment	\$500
Bond Related Fee	Actual Fees, Costs & Expenses Incurred by the City
<u>PACE PROGRAM</u>	
Application Fee	\$1,000
Administrative Fee	1% of loan amount maximum \$40,000 subject to 50% reduction if a TIF project
Annual Fee	\$500
<u>PLANNING AND ZONING FEES</u>	
Comprehensive Plan Amendment	\$500
Zoning Map Amendment (rezoning)	\$600
Zoning Ordinance Text Amendment	\$500
Zoning Verification Letter	\$75
Subdivision Regulations Text Amendment	\$500
Conditional Use Permit	\$500
Conditional Use Permit Amendment	\$200

Site Plan Review	\$100
Flood Plain Development Permit	\$500
Administrative Plat – Lot Split, Lot Consolidation or Boundary Adjustment	\$750
Preliminary Platting	\$1,225 + \$12.50 per lot
Final Platting	\$1,000 + \$12.50 per lot
Final Plat Revisions	\$250
Subdivision Agreement	\$500
Revised Preliminary Plat	\$500
Replat	\$1,500
Extension of Recording Date for Final Plat	\$200
P.U.D.	\$1,250
P.U.D. Amendment	\$500
Vacation of Plat and Right of Way Vacation	\$150
Variance, Appeals, Map Interpretation (B.O.A.)	\$500

Watershed Fees –apply to all new development or significant redevelopment as specified in Exhibit “G” to the interlocal agreement for the Papillion Creek Watershed Partnership: (fees are remitted to Papillion Creek Watershed Partnership)

OCCUPATION TAXES

Publication fees	\$Actual cost
Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class E Liquor License Holder	\$600
Class I Liquor License Holder	\$500
Class L Liquor License Holder	\$500
Class Z Liquor License Holder	\$500
Class AB Liquor License Holder	\$400
Class AD Liquor License Holder	\$600
Class ADK Liquor License Holder	\$800
Class AK Liquor License Holder	\$400
Class ABK Liquor License Holder	\$600
Class BK Liquor License Holder	\$400
Class CE Liquor License Holder	\$1200
Class CK Liquor License Holder	\$800
Class DK Liquor License Holder	\$600
Class IB Liquor License Holder	\$700
Class IBK Liquor License Holder	\$900
Class ID Liquor License Holder	\$900
Class IDK Liquor License Holder	\$1100
Class IK Liquor License Holder	\$700
Special Designated Permit – Liquor Control	\$ 50/day except non-profits
Transfer of Liquor License from One Location to Another (These fees are in addition to the State Fee Requirement)	\$ 25
Amusement Concessions (i.e. Carnivals) (This would include any vendors set up for special functions at the La Vista Sports Complex)	\$ 10/concession/day
Auto dealers – new and used - \$250 plus \$.01 per sq. ft. of inside area, and \$.005 per sq. ft. of outside area used for display, sales or storage.	
Auto repair	\$100
Banks, small loan and finance companies	\$250 plus \$75/each detached facility.
Barber shops, beauty salons, tanning & nail salons	\$ 75 plus \$10 per operator over one.

Bowling Alleys or Billiard/Pool Halls	\$ 50/year + \$10/table or alley (Additional fees for Restaurants or Drinking Places if applicable)
Car washes	\$100 (includes all vacuum & supply vending machines)
Circus, Menagerie or Stage Show	\$ 50/day
Collecting agents, detective agents or agencies and bail bondsmen	\$ 75
Construction/Tradesmen	\$ 75 and a \$1,000,000
Liability, \$500,000 bodily injury insurance certificate	
Convenience stores	\$ 75 (Additional fees for Restaurants or Drinking Places if applicable)
Convenience store with car wash machines)	\$120 (Includes all vacuum & supply vending machines)
Dry cleaning or laundry and tailoring	\$ 50
Funeral homes	\$150
Gaming Device Distributors	5% of gross receipts (non-profits exempt)
Games of Chance/Lotteries	5% of gross receipts (non-profits exempt)
Games of Chance/Lottery License Fee	\$ 50/1 st location - \$10/ea additional
Gas Companies	5% of gross receipts
Hawkers/Peddlers	\$ 75/day or \$500/year
Home Occupations (not specified elsewhere)	
Home Occupation Permit Application Fee	\$ 30
Home Occupation 1 and Child Care Home	\$ 50
Home Occupation Conditional Use Permit – see Zoning Fees	
Hotels/motels – Any hotel or motel in the City shall pay to the City monthly an Occupation Tax equal to 5% of gross receipts from room rentals. Any shops restaurants, and/or drinking places which are part of, associated with, or located in or with a hotel or motel facility will be considered a separate classification of business and taxed in accordance with the provisions of this Ordinance and the applicable classifications(s) of the shops, restaurants, and/or drinking places hereunder. The Occupation Taxes with Respect to any banquet and/or ballroom facilities of, or associated with, or located in or with, any such hotel or motel shall be determined in accordance with the square footage schedule above, based on the actual square footage of said facilities, which occupation taxes shall be additional to any other applicable occupation taxes such as restaurants or drinking places occupation taxes.	
Mobile Food Vendors	\$100/year
Movie theatres	\$150/complex and \$75/viewing room (Additional fees for Restaurants or Drinking Places if applicable)
Music, Vending, & Pinball Machines	\$ 20/year/machine +Service
Provider Fee of &75.00 for business outside the City that provides machines for local businesses	
Nurseries, greenhouses, landscaping businesses, and tree trimmers	\$75
Nursing homes, assisted living, hospitals and retirement homes	\$5 per bed
Pawnbrokers	\$1.00/pawnbroker
transaction evidenced by a pawnbroker card or ledger entry per Neb. Rev. Stat. Section 69-204. Minimum of \$30/year	
Professional services – engineers, architects, physicians, dentists, chiropractors, osteopaths, accountants, photographers, auctioneers, veterinarians, attorneys, real estate	

offices and insurance agents or brokers - \$75 plus \$10 per agent or professional over one (1)

Recreation businesses – indoor and outdoor	\$100
Restaurants and Drinking Places, and drive-in eating establishments	\$ 50 (5 employees or less) \$100 (more than 5 employees) Effective March 1, 2023 – Occupation tax of 1% of gross receipts pursuant to Municipal Code Sections 113.40 through 113.46

Retail, Manufacturing, Wholesale, Warehousing and Other – Any person or entity engaged primarily in a manufacturing, wholesale, and/or warehousing business shall pay an Occupation Tax based on the schedule below and the actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; and any person or entity engaged in a business of making retail sales of groceries, clothing, hardware, notions, furniture, home furnishings, services, paint, drugs, or recreational equipment, and any other person or entity engaged in a business for which an Occupation Tax is not specifically provided elsewhere in this Ordinance, shall pay an Occupation Tax based on the schedule below and actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; provided, however, that persons or entities that use a basement or one or more additional floors in addition to the main floor (the main floor being the floor with the greatest total square footage) in the conduct of one or more specified businesses of sales at retail shall determine square footage for purposes of the Occupation Tax imposed hereunder based on the square footage of the entire main floor plus one-half (1/2) of the square footage of all such basement and additional floors.

0	999 sq. ft.	\$ 50
1,000	2,999 sq. ft.	\$ 65
3,000	4,999 sq. ft.	\$ 80
5,000	7,999 sq. ft.	\$ 120
8,000	9,999 sq. ft.	\$ 150
10,000	14,999 sq. ft.	\$ 200
15,000	24,999 sq. ft.	\$ 225
25,000	39,999 sq. ft.	\$ 300
40,000	59,999 sq. ft.	\$ 400
60,000	99,999 sq. ft.	\$ 500
100,000	and greater	\$ 750

Schools – trade schools, dance schools, music schools, nursery school or any type of school operated for profit \$ 50

Service providers, such as persons, firms partnerships or corporations delivering any product, good or service whatsoever in nature within the City \$ 75

Service stations selling oils, supplies, accessories for service at retail \$ 75 + \$25.00 for attached car wash

Short-Term Rentals—short-term rental owner or operators, listing companies, brokers, agents, or others acting on behalf of short-term rental owners in La Vista room 5% of gross receipts from or property rentals.

Telecommunication Companies 4% of gross receipts

(includes land lines, wireless, cellular, and mobile)

Telephone Surcharge - 911 \$1.00 per line per month

Tobacco License \$ 15 (based on State Statute)

Tow Truck Companies \$ 75

Late Fee (Up to 60 days) \$ 35

Late Fee (60-90 days) \$ 75

Late Fee (over 90 days) Double Occupation tax or \$100, whichever is greater

CONVENIENCE FEES

Restaurant & Drinking Places Occupation Tax,
Hotel Occupation Tax, and General Business
Occupation Tax Payments through online portal
Credit Cards, Debit Cards, & Digital Wallet

2.5% of transaction + \$0.30

E-Checks

\$1.50 for transactions ≤
\$60,000

All Other Payments

Credit Cards

3% of transaction with \$2
minimum transaction

E-Checks

\$3 for transactions ≤ \$10,000
\$10 for transactions >
\$10,000**OTHER FEES**

Barricades

Deposit Fee (returnable)

\$ 60/barricade

Block Parties/Special Event

\$ 5/barricade per day

Construction Use

\$30 ea. (7 days maximum)

Blasting Permit

\$1,000

Bucket Truck Rental w/operator

\$150 per hour

Charging Station Fees

Standard Charge Station

\$2/hr. – First 6 hours
\$0.33/min. after 6 hours

Rapid Charge Station

\$5/hr. – First 2 hours
\$.033/min. after 2 hours

Community Garden Plot Rental

\$20 annually

Conflict Monitor Testing

\$200

Cat License Fee (per cat – limit 3)

\$12 each if
spayed/neutered
\$25 each if not
spayed/neutered
\$10 each if
spayed/neutered
\$20 each if not
spayed/neutered

Late Fee

Late Fee

Senior Citizen Discount (Age 65+)

Free if spayed/neutered

Dog License Fee (per dog – limit 3)

\$12 each if
spayed/neutered
\$ 25 each if not
spayed/neutered
\$10 each if
spayed/neutered
\$20 each if not
spayed/neutered

Late Fee

Late Fee

Senior Citizen Discount (Age 65+)

Free if spayed/neutered

Dog/Cat License Handling Fee (in addition to above fees)

\$5

Dog or Cat License Replacement if Lost

\$6

Dog or Cat Capture and Confinement Fee

\$10 + Boarding Costs

MAXIMUM OF 4 DOGS AND/OR CATS WITH NO MORE THAN 3 OF EITHER SPECIES

Election Filing Fee

1% of Annual Position Salary

Fireworks Sales Permit (Non-Profits)

\$2,000

Handicap Parking Permit Application Fee State	\$ Currently Not Charging Per
Natural Gas Franchisee Rate Filing Fee (For rate changes not associated w/the cost of purchased gas.)	Per Agreement
Open Burning Permit	\$ 10
Parking Fees	
Monthly Parking	
Covered Stall	\$50/Month per permit
Uncovered Stall	\$25/Month per permit
Business Reserved	\$100/Month per permit
Daily Parking (Parking Day runs 6 a.m.-6 p.m.)	
Parking Structure No. 1	3 hours free (\$0), after which \$1.00/hour up to \$10/day
Parking Structure No. 2	3 hours free (\$0), after which \$1.00/hour up to \$10/day
City Centre Surface Parking Lot	\$1.00/hour up to \$10/day
Event Parking	
Parking Structure No. 1	\$5/event
Parking Structure No. 2	\$5/event
City Centre Surface Parking Lot	\$20/event
Facility Rental Fee (Parking Structure No. 2 only)	
Daytime Event (Ending by 6:00 p.m.)	\$500
Evening Event (Starting at/after 6:30 p.m.)	\$1,000
Parking Ticket Fees	
If paid within 7 days of violation date	\$20 (\$5 + \$15 admin fee)
If paid after 7 days of violation date but within 30 days	\$25 (\$10 + \$15 admin fee)
If paid after 30 days of violation date	\$35 (\$20 + \$15 admin fee)
Pawnbroker Permit Fees:	
Initial	\$150
Annual Renewal	\$100
Pet Store License	\$ 50 (In addition to Occ. License)
Kennel or Cattery License	\$100
Public Assembly Permit (requires application and approval)	\$ 00
Returned Check Fee (NSF)	\$ 35
Storage of Explosive Materials Permit	\$100
Towing/Impound Fee	\$ 30
Trash Hauling Permit Performance Bond	\$ 25/yr./truck + \$25,000
Golf Car Registration Fee	\$100
Special City Events –Vendor Booth & Food Truck Fees	
10x10 booth or truck size	\$ 25
20x10 booth or truck size	\$ 45

30x10 booth or truck size \$ 60

PUBLIC RECORDS

Records Request – Resident \$0.25 per copy (may be subject to additional costs after 8 hours as allowed by State Statute). Staff rate is \$15.00/Half Hour (after 8 hours) + Copy Costs* (May be subject to deposit)

Records Request – Non-Resident \$0.25 per copy (plus staff salary & benefits and attorney fees as allowed by State Statute). Staff rate is \$15.00/Half Hour + Copy Costs* (May be subject to deposit)

Audio Tapes \$5.00 per tape
Video Tapes or CD/DVD \$10.00 per tape/CD

*Copy costs shall be established by the Finance Director

Unified Development Ordinance \$100
Comprehensive Plan \$ 50

Zoning Map \$5 11"x17"
\$10 12"x36"
\$30 36"x120"

Zoning Ordinance w/Map \$ 30

Subdivision Regulations \$ 30

Future Land Use Map \$5 11"x17"
\$10 12"x36"
\$30 36"x120"

Ward Map \$ 2

Fire Report \$ 5

Police Report \$ 5

Police Photos (Digital) \$10/CD

Criminal history \$10

FALSE AND NUISANCE ALARMS

Registration Fee for Alarm System (not to include single family or duplexes) \$25

Renewal Fee for Alarm System (not to include single family or duplexes) \$25

Late Registration Charge \$35

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	No Charge
3	\$100.00
4 or more	\$250.00

False Alarm Fee for Alarm Systems without Registration - \$250 per alarm after 1st alarm (not to include single family or duplexes)

RESCUE SQUAD FEES

Basic Life Support Emergency	\$ 750
Basic Life Support Non-Emergency	\$ 750
Advanced Life Support Emergency 1	\$ 850
Advanced Life Support Emergency 2	\$1050
Advanced Life Support Non-Emergency	\$ 850
Mileage – per loaded mile	\$ 17
Lift Assist Fee	\$ 400

LIBRARY FEES

Membership (Non-Resident Family)	6 month	\$ 35.00
	1 year	\$ 60.00
	1 month	\$ 7.00
Administrative fee – SID interlocal		\$100.00 annually
Fax		\$2.00 up to 5 pages
Overdue Fees Books, Kits, Periodicals		\$.05/day
Audio Books/Board Games/CDs		\$.10/day
Cake Pans/Telescope/Puzzles		
Playaway device/DVDs		\$ 1.00/day
Board Game, Puzzle not returned to Circulation Desk		\$5.00
Damaged & Lost items		\$5.00 processing fee + actual cost
Color Copies		\$.50
Copies		\$.10
PLA filament		\$.10/gram
Inter-Library Loan		\$3.00/transaction
Lamination – 18” Machine		\$2.00 per foot
Lamination – 40” Machine		\$6.00 per foot
Seasonal/Special Workshops		\$15.00
Makerspace Fees		
3D Printer		\$.10/gram
Laser Cutter		
1/8 inch 8x12		\$.50
1/8 inch 12x12		\$ 1.00
1/8 inch 12x16		\$ 1.25
1/4 inch 8x12		\$.75
1/4 inch 12x12		\$ 1.10
1/4 inch 12x16		\$ 1.50
Glassware		\$ 1.50
Cork Coaster		\$.35
White Chipboard Coasters		\$.35
Glass trivets/cutting boards		\$ 1.50
Small Bevel Mirrors		\$ 1.50
Heat Press & Mug Press		
Sublimation paper		\$ 1.00/sheet
Mugs		\$ 2.00
Ceramic Tiles		\$ 1.00
Bags		\$.75
Button Maker		
Pins (3 part)		\$.35
Magnets		\$.35
Bottle openers		\$.35
Mylar rings		\$.10

RECREATION FEES

City Administrator has the authority to waive and/or discount Recreation Fees.	
Refund Policy (posted at the Community Center)	\$10.00 administrative fee on all approved refunds
Late Registration Fee	\$10.00
<u>(*La Vista Employee will receive Resident Rate)</u>	

Convenience Fee
Credit Cards

3%

	<u>Resident*</u>	<u>Non-Resident</u>	<u>Business Groups</u>	<u>Non-Proft</u>
Clubhouse	\$ 75/Hour \$ 450/Full Day	\$ 100/Hour \$ 500/Full Day	\$ 150/Hour \$ 550/Full Day	\$ 60/Hour \$ 425/Full
Day				
Deposit (Refundable)	\$ 100	\$ 100	\$ 100	\$ 100
<u>Alcohol Use</u>				
Deposit (Refundable)	\$200	\$200	\$200	\$200

Community Center

	<u>Resident*</u>	<u>Non-Resident</u>	<u>Business Groups</u>	<u>Non-Profit</u>
Facility Rental				
Gym (1/2 Gym)	\$ 40/Hour	\$ 80/Hour	\$ 100/Hour	\$ 38/Hour
Gym (Full)	\$ 75/Hour	\$ 160/Hour	\$175/Hour	\$75/Hour
Whole Community Center	\$1000/Day \$500/Half Day	\$1500/Day \$750/Half Day	\$2000/Day \$1000/Half Day	\$ 800/Day \$400/Half Day
Game Room	\$ 22/Hour	\$ 44/Hour	\$ 44/Hour	\$ 22/Hour
Meeting Rooms (Rental)	\$ 15/Hour/Room \$ 12/Hour/Room	\$ 25/Hour/Room	\$ 30/Hour/Room	
Kitchen (Rental)	\$ 21/Hour	\$ 30/Hour	\$ 35/Hour	\$ 19/Hour
Deposit (Refundable)		\$ 100/Whole Day Rental \$ 100/Whole Day Rental	\$ 100/Whole Day Rental \$ 100/Whole Day Rental	
<u>Alcohol Use</u>				
Deposit (Refundable)	\$200	\$200	\$200	\$200

	<u>Resident*</u>	<u>Non-Resident</u>	<u>Business Groups</u>	<u>Non-Profit</u>
Pickleball Court	\$7/hour	\$10/hour	\$10/hour	\$ 7/Hour
Racquetball/ Wallyball Court	\$ 7/Hour	\$ 10/Hour	\$ 10/Hour	\$ 7/Hour
Stage (Rental)	\$ 12/Hour	\$ 22/Hour	\$ 27/Hour	\$ 12Hour

Facility Usage (Fitness Room, Gym, Drop-In, Programs, Open Gym)	<u>Resident</u>	<u>Non-Resident</u>
	Daily Visit (19 and up)	\$ 3.00
Daily Visit (Seniors 55+)	\$ -0-	\$ 2.00

Membership Card	<u>Resident</u>	<u>Non-Resident</u>
	Daily Visit (18+ younger)	\$ -0-
Daily Visit (Employee/ Employee Child/Spouse)	\$ -0-	\$ -0-
Membership (55+)	\$ -0-/Month	\$20/Month

Variety of programs as determined by the Recreation Director
Fees determined by cost of program Classes

<u>Contractor</u>	<u>City</u>
75%	25%

Contract Instructor Does Registration and Collects Fees

Fields		Non-
Profit		
Tournament Fees	\$ 30/Team/Tournament	\$
10/Team/Tournament		
Tournament Field Fees		
20/Field/Day	\$ 50/Field/Day	\$ 20/Field/Day
Field Rentals (Resident and Non Resident)	\$ 40 / 2 Hours	\$ 30/2 hours
Gate/Admission Fee	10% of Gross	0% gross

The Link
 Base Rental Fee Entire Facility \$1,000
 User supplies operating staff and is responsible for all cleaning and trash removal.
 Mobile Stage Rental \$1,500/Day Rental

Parks
 Open Green Space \$100/Event

Resident*	Non-Resident	Business	Non-Profit
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Park Shelters \$15/3 hours \$25/3 hours \$ 30/3 Hours \$ 12/3 Hours

Swimming Pool	Resident*	Non-Resident
Youth Daily	\$ 2	\$ 4
Adult Daily	\$ 3	\$ 4
Resident Tag	\$ 2	
Family Season Pass	\$105	\$165
Youth Season Pass	\$ 65	\$ 95
Adult Season Pass	\$ 75	\$105

30-Day Pass	\$ 55	\$ 85
Season Pass (Day Care)	\$275	\$275
Swim Lessons	\$ 30	\$ 55

*Swimming Pool memberships and specials prices shall be established by the Finance Director

Youth Recreation Programs	Resident*	Non-Resident
Coed T-Ball Ages 5-6	\$ 45/55	\$60/70
Softball/Baseball Ages 7-8	\$ 50/60	\$65/75
Softball/Baseball Ages 9-10	\$ 65/75	\$85/95
Softball/Baseball Ages 11-12	\$ 75/85	\$105/115
Softball/Baseball Ages 13-14	\$ 85/95	\$105/115
Softball/Baseball Age 15-18	\$110/120	\$140/150
Basketball Clinic	\$ 17/27	\$22/32
Basketball Grades 3-8	\$ 55/65	\$65/75
Soccer Academy	\$ 33/43	\$53/63
Flag Football	\$ 33/43	\$53/63
Volleyball	\$ 55/65	\$65/75
3 yr. old Soccer Clinic	\$17/27	\$22/33

Adult Recreation Programs – Per Team

Adult Volleyball– Spring	\$ 60
Adult Spring Softball – Single	\$215
Adult Spring Softball – Double	\$420
Adult Volleyball – Fall/Winter	\$120
Adult Fall Softball – Single	\$120
Adult Fall Softball – Double	\$235
Senior Spring Softball	\$15 per game per team
Senior Fall Softball	\$17 per game per team

Special Services Van Fees

Zone 1 Trip within city limits (La Vista & Ralston) Includes trips to grocery stores and senior center	\$1.00 one way
Zone 2 Trip outside city limits	\$3.00 one way
Zone 3 Trip outside city limits	\$10.00 one way
Bus pass (each punch is worth \$1.00)	\$30.00

Section 2. Sewer Fee Schedule.

§3-103 Municipal Sewer Department; Rates.

A. Levy of Sewer Service Charges. The following sewer service charges shall be levied against the user of premises, property or structures of every kind, nature and description, which has water service from any supply source and are located within the wastewater service area of the City of La Vista.

B. Computation of Sewer Service Charges. For the months of December, January, February and March, the monthly charge for residential sewer services will be computed on the actual water used for these months. The monthly charge for residential sewer service in the months of April, May, June, July, August, September, October and November will be computed on the average water usage of the four (4) preceding winter months of December, January, February and March or for such portion of said consumption, whichever is the lesser. At the option of the City of La Vista, water used from private wells shall be either metered or estimated for billing purposes.

C. Amount of Sewer Service Charges. The total sewer service charge for each sewer service user will be the sum of three (3) charges: (1) customer charge, (2) flow charge, and (3) abnormal charge.

1. The customer charge is as follows

- a. For sewer service users classified as Residential, the same being sewer service to a single family dwelling, or a duplex, apartment, or other multi-family dwelling (e.g. apartments) wherein each dwelling unit has a separate water meter that is read and charged for water and sewer use by the Metropolitan Utilities District - \$13.62per month.
- b. For sewer service users classified as Residential-Multi-Family, the same being sewer service to Multi-Family dwellings (e.g. apartments) wherein there is only a separate water meter to each building or complex that is read and charged for water and sewer use by the Metropolitan Utilities District - \$14.61per month.
- c. For sewer service users classified as General Commercial: Customers who normally use less than 100,000 cubic feet of water per month and who are not Residential users or Residential-Multi-Family users - \$14.61 per month. For sewer service users in this category that require manual billing, add \$10.00 for a total of \$24.61.The manual billing of the customer charge will come from the City of La Vista instead of the Metropolitan Utilities District.

2. The flow charge for all sewer service users shall be \$5.39per hundred cubic feet (ccf).

Temporary additional flow charges*

For the period of June 1, 2025 through May 31, 2027, the following supplemental flow charges also shall apply, in addition to the above flow charge, resulting in total flow charges during this period as indicated below:

Residential: additional flow charge of \$.26 per hundred cubic feet (ccf), This will result in a total residential flow charge of \$5.65per hundred cubic feet (ccf)

Commercial: additional flow charge of \$.23 per hundred cubic feet (ccf), This will result in a total commercial flow charge of \$5.62per hundred cubic feet (ccf)

*Temporary additional flow charges recover amounts for increased rates previously authorized September 5, 2023 and September 3, 2024 and unbilled, effective for the period indicated.

3. If users have abnormal strength sewage as determined by the terms of the Wastewater Service Agreement between the City of La Vista and the City of Omaha, then additional charges will be billed to the user at the applicable rates as determined by said Agreement.

4. If users other than those classified herein are connected to the wastewater collection system, the Customer Charges, the Flow Charges and Other Charges will be determined by the City Council in accordance with rules and

regulations of the EPA and the Agreement between the City of La Vista and the City of Omaha.

Section 3. Sewer/Drainage Connection Fee Schedule. A fee shall be paid to the City Treasurer as set forth in this section for each structure or tract to be connected to the sewer system of the City. No connection permit or building permit shall be issued until the following connection fees have been paid.

Section 3.1 – City of Omaha - Stonybrook Outfall Sewer Shed

Fees collected in the City of Omaha – Stonybrook Sewer Shed as defined by Exhibit “I” of the Wastewater Service Agreement (WSA) between the City of Omaha and City of La Vista, current revision, and as further defined by Section 31-259 of the City of Omaha Municipal Code, shall be as follows:

	Effective 1/1/2025	Effective 2/1/2026
Residential		
Single Family Dwelling	\$0.637/SF	\$0.637/SF
Mobile Homes As Used as a Residence	\$2,128/pad	\$2,128/pad
All Other Residential Uses	\$ 2,156/unit	\$2,156/unit
Commercial/Industrial	\$15,009/acre of land as platted	\$15,009/acre of land as platted

Ninety Five Percent (95%) of Connections Fees are to be periodically remitted back to the City of Omaha on a periodic basis as defined by the WSA.

Section 3.2 – Sarpy County Outfall and City of La Vista Sewer Sheds

Fees collected in the Sarpy County Sewer Shed and/or City of La Vista Sewer Shed as defined by Exhibit “I” of the Wastewater Service Agreement (WSA) between the City of Omaha and the City of La Vista, current revision, shall be as follows:

	Effective 1/1/2025	Effective 1/1/2026
Residential		
Single Family Dwelling	\$1,482	\$1,534
Duplex	\$1,482/unit	\$1,482/unit
Multiple Family	\$ 1,156/unit	\$1,197/unit
Commercial/Industrial	\$8,049/acre of land as platted	\$8,331/acre of land as platted
Park/Common Area (incl. Athletic Fields)	\$450/AC of land as platted	\$466/acre of land as platted

\$5,500 per acre as collected within the Sarpy County Sewer Shed are periodically remitted back to Sarpy County.

The fee for commercial (including industrial) shall be computed on the number of acres within each platted lot or tract, irrespective of the number of structures to be constructed thereon.

The applicable fee shall be paid in respect to each lot or building site as a condition of City’s issuance of any building or sewer connection permit.

- A. **Changes in Use.** If the use of a lot changes subsequent to payment of the fee, which different use would require payment of a fee greater than that payable in respect to the use for which the fee was originally paid, the difference in fee shall be paid to the City at time of such change in use.
- B. **Existing Structures.** Structures for which sewer connection and building permits have been issued, and all permit fees in respect thereto paid, prior to the effective date hereof shall be exempt from the fees herein imposed.
- C. **Preconnection Payments.** Where preconnection payment charges for a subdivision or portion thereof have been paid to City at time of subdivision of a

tract pursuant to agreement between the City and the developer and the sanitary and improvement district, if any, financing improvements of the subdivision, the preconnection payment so made shall be credited by City to the sewer/drainage fees payable at time of connection of the individual properties to the sewer/drainage systems of the City.

- D. Sewer Tap and Inspection and Sewer Service Fees. The fees imposed by Section 3 hereof are in addition to and not in lieu of (1) sewer tap and inspection fees payable pursuant to Section 3-122 of the La Vista Municipal Code and listed herein and (2) sewer service charges imposed by Section 2 hereof.

Section 4. Sewer Inspection Charges Established for Installation. Inspection charges for nonresidential property sewer installation shall be:

Sewer Tap Fee (Inspection Fee)	
Service Line w/inside diameter of 4"	\$400
Service Line w/inside diameter of 6"	\$600
Service Line w/inside diameter of 8"	\$700
Service Line w/inside diameter over 8"	Special permission/set by Council

Section 5. Miscellaneous Sewer Related Fees: Miscellaneous sewer related fees shall be:

Private Sewage Disposal System Const. Permit	\$	1,500
Appeal Fee Re: Issuance or Denial of Sewer Permits	\$	1,500

Section 6. Repeal of Ordinance No.1580. Ordinance No. 1580 as originally approved on June 2, 2026 and all ordinances in conflict herewith are hereby repealed.

Section 7. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 8. Effective Date. This Ordinance shall take effect from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that:

(1) Pawnbroker occupation taxes of Section 1 shall be effective April 1, 2003. Pawnbroker occupations taxes shall be payable on a monthly basis no later than the last day of the calendar month immediately following the month in which the subject pawnbroker transactions occur. For example, the occupation tax on pawnbroker transactions for the month of April 2003 shall be due and payable on or before May 31, 2003.

(2) Pawnbroker permit fees shall be effective January 1, 2004. Annual pawnbroker permit fees shall be due and payable annually on or before January 1. Initial pawnbroker permit fees shall be due and payable on or before the date that the pawnbroker license is issued. Issuance of renewal of pawnbroker permits shall be subject to payment of applicable permit fees.

(3) Rental Inspection Program License fees shall be effective January 1, 2011.

(4) The remaining provisions of this Ordinance other than those specified in Sections 8(1), 8(2) and 8(3) shall take effect upon publication, unless a different effective date is otherwise expressly provided in this Ordinance.

PASSED AND APPROVED THIS 2ND DAY OF JUNE 2026.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

Exhibit A

BUILDING PERMIT FEE SCHEDULE

Permit Fee Schedule

Total Valuation	Fee Base
\$1.00 - \$500.00	\$30.00
\$501.00 - \$600.00	\$33.02
\$601.00 - \$2,000.00	\$36.54 plus \$3.52 for each additional \$100.00

Breakdown

Total Valuation	Fee Base
\$1.00 - \$500.00	\$30.00
\$501.00 - \$600.00	\$33.02
\$601.00 - \$700.00	\$36.54
\$701.00 - \$800.00	\$40.06
\$801.00 - \$900.00	\$43.58
\$901.00 - \$1,000.00	\$47.10
\$1,001.00 - \$1,100.00	\$50.62
\$1,101.00 - \$1,200.00	\$54.14
\$1,201.00 - \$1,300.00	\$57.16
\$1,301.00 - \$1,400.00	\$61.18
\$1,401.00 - \$1,500.00	\$64.70
\$1,501.00 - \$1,600.00	\$68.22
\$1,601.00 - \$1,700.00	\$71.74
\$1,701.00 - \$1,800.00	\$75.26
\$1,801.00 - \$1,900.00	\$78.78
\$1,901.00 - \$2,000.00	\$82.30

Permit Fee Schedule

Total Valuation	Fee Base
\$2,001.00 - \$25,000.00	\$82.30 plus \$16.17 for each additional \$1,000.00

Breakdown

Total Valuation	Fee Base
\$2,001.00 - \$3,000.00	\$98.47
\$3,001.00 - \$4,000.00	\$114.64
\$4,001.00 - \$5,000.00	\$130.81
\$5,001.00 - \$6,000.00	\$146.98
\$6,001.00 - \$7,000.00	\$163.15
\$7,001.00 - \$8,000.00	\$179.32
\$8,001.00 - \$9,000.00	\$195.49
\$9,001.00 - \$10,000.00	\$211.66
\$10,001.00 - \$11,000.00	\$227.83
\$11,001.00 - \$12,000.00	\$244.00
\$12,001.00 - \$13,000.00	\$260.17
\$13,001.00 - \$14,000.00	\$276.34
\$14,001.00 - \$15,000.00	\$292.51
\$15,001.00 - \$16,000.00	\$308.68
\$16,001.00 - \$17,000.00	\$324.85
\$17,001.00 - \$18,000.00	\$341.02
\$18,001.00 - \$19,000.00	\$357.19
\$19,001.00 - \$20,000.00	\$373.36
\$20,001.00 - \$21,000.00	\$389.53
\$21,001.00 - \$22,000.00	\$405.70
\$22,001.00 - \$23,000.00	\$421.87
\$23,001.00 - \$24,000.00	\$438.04
\$24,001.00 - \$25,000.00	\$454.21

Permit Fee Schedule

Total Valuation	Fee Base
\$25,001.00 - \$50,000.00	\$454.21 plus \$11.67 for each additional \$1,000.00 or fraction
\$50,001.00 - \$100,000.00	\$732.85 plus \$8.64 for each additional \$1,000.00 or fraction
\$100,001.00 - \$500,000.00	\$1,164.85 plus \$6.47 for each additional \$1,000.00 or fraction
\$500,001.00 - \$1,000,000.00	\$3,633.44 plus \$5.49 for each additional \$1,000.00 or fraction
\$1,000,000.00 and up	\$6,378.44 plus \$3.99 for each additional \$1,000.00 or fraction

BUILDING PERMIT FEE SCHEDULE (CONTINUED)

Examples

<u>Total Valuation</u>	<u>Fee Base</u>
\$200,000.00	\$1,811.85
\$300,000.00	\$2,458.85
\$400,000.00	\$3,105.85
\$500,000.00	\$3,752.85
\$600,000.00	\$4,399.85
\$700,000.00	\$5,046.85
\$800,000.00	\$5,692.85

Other Inspections

<u>Inspection</u>	<u>Fee</u>
Inspections outside of normal business hours	\$100 per hour – minimum charge 2 hours
Re-Inspection	\$100

ELECTRICAL PERMIT FEE SCHEDULE

Permit Issuance

For the issuance of each electrical permit:

Permit issuance	\$30.00
For the issuance of each supplemental permit for which the original permit has not expired, been canceled, or finalized	\$15.00

System Fee Schedule

Please note that the following do not include the permit issuance fee:

New Residential Buildings: The following Fees shall include all wiring and electrical equipment in or on each building, or other electrical equipment on the same premises constructed at the same time:

Multi-Family: For new multi-family buildings (apartments and condominiums) having three or more dwelling units constructed at the same time, not including the area of garages, carports, and accessory buildings, per square foot (0.09 m ²)	\$0.08/sq. ft.
Single and Two-Family: For new single and two-family residential buildings constructed at the same time and not including the area of garages carports and accessory buildings, per square foot (0.09 m ²)	\$0.086/sq. ft.

Private Swimming Pools: The following Fees shall include all wiring and electrical equipment in or on each building, or other electrical equipment on the same premises constructed at the same time:

For new private, in-ground swimming pools for single-family and multi-family occupancies, including a complete system of necessary branch circuit wiring, bonding, grounding, underwater lighting, water pumping, and other similar electrical equipment directly related to the operation of a swimming pool, each pool	\$49.50
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Carnivals and Circuses: Carnivals, circuses, or other traveling shows or exhibitions utilizing transportable-type rides, booths, displays, and attractions.

For electrical generators and electrically driven rides	\$25 each
For mechanically driven rides and walk-through attractions or displays having electric lighting	\$10.00 each
For a system of area and booth lighting	\$10.00 each
For permanently installed rides, booths, displays and attractions use the "Unit Fee Schedule"	N/A

Temporary Power Service

For a temporary service pole or pedestal, including all pole or pedestal-mounted receptacle outlets and appurtenances	\$27.00 each
For a temporary distribution system and temporary lighting and receptacle outlets for construction sites, decorative lights, Christmas tree sales lots, fireworks stand, etc.	\$14.15 each

Unit Fee Schedule

Please note that the total permit cost will include the permit issuance fee:

Receptacle, Switch and Light Outlets: For receptacle, switch, light, or other outlets at which current is used or controlled, except services, feeders and meters. Please note that for multi-outlet assemblies, each five (5) feet (1524 mm) or fraction thereof may be considered as one outlet.

First 20 fixtures	\$1.25 each
Additional fixtures	\$0.90 each

ELECTRICAL PERMIT FEE SCHEDULE (CONTINUED)**Lighting Fixtures:** For lighting fixtures, sockets, or other lamp-holding devices:

First 20 fixtures	\$1.25 each
Additional fixtures	\$0.90 each
For pole or platform-mounted lighting fixtures	\$1.25 each
For theatrical-type lighting fixtures or assemblies	\$1.25 each

Residential Appliances: The following Fees shall include all wiring and electrical equipment in or on each building, or other electrical equipment on the same premises constructed at the same time:

For fixed residential or receptacle outlets for same, including wall-mounted electric ovens, counter-mounted cooking tops, electric ranges, self-contained room, console, or through-wall air conditioners, space heaters, food waste grinders, dishwashers, washing machines, water heaters, clothes dryers or other operated appliances not exceeding one (1) horsepower (HP) (746 W) in rating. For other types of air conditioners and other motor-driver appliances having Larger electrical ratings, see Power Apparatus.	\$5.45 each
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Non-Residential Appliances

For non-residential appliances and self-contained factory-wired, non-residential appliances not exceeding one (1) horsepower (HP), kilowatt (kW) or kilovolt-ampere (kVA), in rating, including medical and dental devices, food, beverage and ice cream cabinets, illuminated show cases, drinking fountains, vending machines, laundry machines or other similar types of equipment. For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Power Apparatus.	\$5.45 each
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Power Apparatus: For motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners, heat pumps, cooking or baking equipment and other apparatus as follows: Rating in horsepower (HP), kilowatts (kW), kilovolt-amperes (kVA) or kilovolt-amperes-reactive (kVAR). For equipment or appliances having more than one motor, transformer, heater, etc. the sum of the combined ratings may be used. These fees include all switches, circuit breakers, contractors, thermostats, relays and other directly related control equipment.

Up to and including 1	\$5.45 each
Over 1 up to and including 10	\$14.10 each
Over 10 up to and including 50	\$28.30 each
Over 50 up to and including 100	\$56.90 each
Over 100	\$86.65 each

Bus-ways

For trolley and plug-in-type bus-ways, each one hundred (100) feet (30.48 mm) or fraction thereof. An additional fee is required for lighting fixtures, motors and other appliances that are connected to trolley and plug-in-type bus-ways. A fee is not required for portable tools.	\$8.00
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Signs, Outline Lighting & Marquees

For signs, outline lighting systems or marquees supplied from one branch circuit	\$28.30 each
For additional branch circuits within the same sign, outline lighting system or marquee	\$5.45each

Service

For services of 600 volts or less and not over 200 amperes in rating	\$35.05 each
For services of 600 volts or less and between 200 and 1,000 amperes	\$71.45 each
For services over 600 volts, or over 1,000 amperes in rating	\$142.92 each

Miscellaneous Apparatus, Conduits & Conductors: This fee is not applicable when a fee is paid for one or more services, outlets, fixtures, appliances, power apparatus, bus-ways, signs or other equipment.

For electrical apparatus, conduits and conductors for which a permit is required, but for which no fee is herein set forth	\$20.95
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Other Inspection Fees:

Inspections outside of normal business hours (min. charge 2 hours)	\$100.00/hr.
Re-Inspection fees assessed under provisions of Section 305.8	\$100.00

MECHANICAL PERMIT FEE SCHEDULE

Permit Issuance

For the issuance of each mechanical permit:

Commercial	\$30.00
Residential	\$30.00
For issuing each supplemental permit for which the original permit has not expired, been canceled or finaled	\$15.00

Unit Fee Schedule

Please note that the following do not include the permit issuance fee:

Furnaces

For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 BTU/ 3 Ton	\$30.00
For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 BTU/ 3 Ton	\$50.00
For the installation or relocation of each floor furnace, including vent or heat pump	\$17.05
For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater	\$17.05

Appliance Vents

For the installation, relocation or replacement of each appliance vent installed included in an appliance permit	\$8.35
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Repairs or Additions

For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	\$15.85
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Ventilation and Exhaust

For each ventilation fan connected to a single duct	\$8.35
For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	\$12.30
For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood	\$12.30

Boilers, Compressors and Absorption Systems (AC Units):

For the installation or relocation of each boiler or compressor up to and including 100,000 BTU /3 Ton	\$30.00
For the installation or relocation of each boiler or compressor over 100,000 BTU / 3 Ton	\$50.00

Evaporative Coolers

For each evaporative cooler other than portable type	\$12.30
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Air Handlers*

For each air-handling unit up to and including 10,000 cubic feet per minute (cfm) (4,179 L/s), including ducts attached thereto	\$12.30
For each air-handling unit over 10,000 cfm (4719 L/s)	\$20.90

*Please note that this fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler, or absorption unit for which a permit is required elsewhere in the Mechanical Code.

Incinerators

For the installation or relocation of each domestic type incinerator	\$20.90
For the installation or relocation of each commercial or industrial type incinerator	\$16.70

Miscellaneous

For each appliance or piece of equipment regulated by the Mechanical Code not classed in other appliance categories, or for which no other fee is listed in the Master Fee Ordinance	\$12.30
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Other Inspections and Fees

Inspections outside of normal business hours (min. charge – 2 hrs)	\$100/hr.
Re-inspection Fee	\$100

PLUMBING PERMIT FEE SCHEDULE**Permit Issuance**

For the issuance of each plumbing permit:

Permit issuance	\$30.00
Each supplemental permit	\$15.00

Unit Fee Schedule

Please note that the following do not include the permit issuance fee.

For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping, and backflow protection therefore)	\$8.00
For each building sewer and each trailer park sewer	\$15.75
Rainwater systems (inside building) – per drain	\$8.00
For each cesspool (where permitted)	\$50.00
For each private sewage disposal system	\$50.00
For each water heater and/or vent	\$8.00
For each gas-piping system outlet, per outlet	\$8.00
For each additional gas piping system, per outlet	\$1.50
For each industrial waste pretreatment interceptor, including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps	\$8.00
For each installation, alteration or repair of water piping and/or water treating equipment	\$8.00
For each repair or alteration of drainage or vent piping, each fixture	\$8.00
For each law sprinkler system on any one meter including backflow protection devices therefore	\$8.00
For atmospheric-type vacuum breakers not included in Item 12: 1 to 5	\$8.00
For atmospheric-type vacuum breakers not incl. in Item 12: Over 5 (ea.)	\$1.25
For each gray-water system	\$50.00
For each initial installation and testing for a reclaimed water system	\$40.00
For each annual cross-connection testing of a reclaimed water system (excluding initial test)	\$40.00
For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas	\$60.00
For each additional medical gas inlet(s)/outlet(s)	\$8.00
For each backflow protective device other than atmospheric-type vacuum breakers, 2 inches (51 mm) diameter and smaller	\$8.00
For each backflow protective device other than atmospheric-type vacuum breakers, over 2 inches (51 mm) diameter	\$18.00

Other Inspections and Fees (Flat Fees)

Backflow preventer permit	\$30.00
Underground sprinklers	\$30.00
Inspections outside of normal business hours (minimum charge 2 hours)	\$100/hr
Re-Inspection Fee	\$100.00



**City of La Vista
Mayor and City Council Report
July 7, 2026 Agenda**

Item: K

Subject:	Type:	Submitted By:
Resolution - Trail Easement - Lot 2 Cimarron Woods Replat Three	Resolution	Cale Brodersen, Senior Planner

Synopsis

A resolution has been prepared for City Council to consider a request to vacate an existing trail easement on Lot 2 Cimarron Woods Replat Three and approve the dedication of a new trail easement that more accurately depicts the land on which the trail was ultimately constructed.

Fiscal Impact

N/A.

Recommendation

Approval.

Background

The Administrative Plat for Cimarron Woods Replat Three dedicated a trail easement on Lot 2 in 2001. When the trail was later constructed, it was not constructed fully within the existing dedicated trail easement. Pedcore Investments (the property owner), and Sanitary Improvement District No. 237 desire to release the existing trail easement recorded with the plat (Instrument No. 2011-22565) and dedicate a new public access trail easement that accurately reflects the placement of the trail. This action will ensure the proper right to use, maintain, and replace the trail into perpetuity.

Attachments

1. Cimarron Woods Trail Easement
2. Resolution - Cimarron Woods SID Trail Easement



May 19, 2026

VIA UPS OVERNIGHT DELIVERY

Mr. Mark B. Johnson
Fullenkamp, Jobeun, Johnson and Beller LLP
11440 West Center Road, Suite C
Omaha, NE 68144

Re: Cimarron Terrace III

Dear Mr. Johnson:

Enclosed please find the original Trail Easement for Cimarron Terrace III executed on behalf of Pedcor. Please do not hesitate to contact me at (317) 587-0336 or via email at traceyd@pedcor.net if you have any questions. Thank you for your assistance.

Sincerely,

Tracey Da Silva
Vice President & Executive Legal Assistant

Enclosure

WHEN RECORDED RETURN TO:

Mark B. Johnson, Esq.
Fullenkamp, Jobeun, Johnson & Beller, LLP
11440 West Center Road Omaha, NE 68144
(402) 334-0700

TRAIL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **PEDCOR INVESTMENTS, A LIMITED LIABILITY COMPANY**, a Wyoming limited liability company (herein the "Grantor"), for and in consideration of the sum of Ten and No/100ths (\$10.00) Dollars and other valuable consideration, the receipt of which is hereby acknowledged, does hereby donate, grant and convey unto **SANITARY AND IMPROVEMENT DISTRICT NO. 237 OF SARPY COUNTY, NEBRASKA**, a political subdivision of the State of Nebraska, and its successors and assigns (herein the "District"), the **CITY OF LA VISTA, NEBRASKA, a municipal corporation of the State of Nebraska** (the "City"), and to the public at large (collectively the "Grantee"), a permanent, perpetual trail easement for the right to use, construct, maintain, operate and replace walking trails and sidewalks, and appurtenances thereto (collectively, the "Trail System"), over, under, and through the portions of the parcel of land respectively described on Exhibit "A" (consisting of two (2) pages) attached to and incorporated herein (the "Property"). The portions of the Property depicted on Exhibit A attached hereto which include the Trail System Improvements are defined herein as the "Easement Area".

TO HAVE AND TO HOLD, the Grantor agrees as follows:

- 1) The Grantor hereby conveys a permanent, exclusive, and perpetual trail easement over, under and through the Easement Area to the Grantee, together with the right of access for the purpose of constructing, inspecting, maintaining, operating, repairing, and/or replacing such Trail System and appurtenances thereto.
- 2) Grantor reserves the right to use the Easement Area for any purpose that does not unreasonably interfere with the rights granted herein; provided, however, no buildings or other structures shall be placed in, on, over, or across the Easement Area by Grantor without the express approval of the Grantee, which shall be determined at the sole discretion of the Grantee.

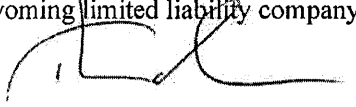
- 3) Grantor warrants that it has the lawful authority and right to grant and convey this Easement in the manner and form aforesaid, and that it will warrant and defend this Easement against the lawful claims and demands made by all persons.
- 4) This Trail Easement shall run with the land and shall be binding upon and inure to the benefit and burden of the successors and assigns of the Grantor.
- 5) Grantor, SID 237, and the City hereby release, discharge, vacate, and terminate in its entirety the trail easement depicted on and/or created by the Administrative Plat – Lot Split (Cimarron Woods Replat Three), recorded as Instrument No. 2011-22565 in the office of the Sarpy County Register of Deeds, Sarpy County, Nebraska, including any and all rights, benefits, and obligations arising therefrom with respect to trail access over Lot 2, Cimarron Woods Replat Three (the “2011 Trail Easement”). In addition, Grantor, SID 237, and the City hereby release, discharge, vacate, and terminate in its entirety the trail easement depicted on and/or created by the Cimarron Woods Replat Two, recorded as Instrument No. 2010-29454 in the office of the Sarpy County Register of Deeds, Sarpy County, Nebraska (the “2010 Trail Easement”). This Release is effective upon the recording of this Easement and is made in consideration of the new trail easement rights granted herein, which supersede and replace the 2011 Trail Easement and the 2010 Trail Easement in their entirety. This Release shall not affect any other easement, right-of-way, covenant, or restriction of record affecting the Property.
- 6) Nothing in this Easement shall be construed as a waiver of the sovereign or governmental immunity of the District or the City, as provided by Nebraska law, including but not limited to the Nebraska Political Subdivisions Tort Claims Act, Neb. Rev. Stat. §§ 13-901 et seq.
- 7) This Easement constitutes the entire agreement of the parties with respect to the Easement Area and supersedes all prior negotiations, representations, or agreements, whether oral or written, relating to the subject matter hereof.

[The Remainder of This Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF the Grantor has executed this Easement as of this 15 day of May, 2026.

GRANTOR:

PEDCOR INVESTMENTS, A LIMITED LIABILITY COMPANY,
A Wyoming limited liability company


By: _____

Name: Thomas G. Crowe
Its: Executive Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

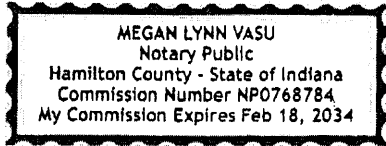
Now on this 15 day of May, 2026, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Thomas G. Crowe, the Executive Vice President of Pedcor Investments, A Limited Liability Company, a Wyoming limited liability company, who is personally known to me to be the same person who executed in such capacity the within instrument on behalf of said entity and who duly acknowledged the execution of the same to be the act and deed of said entity.

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

Notary Seal:




NOTARY PUBLIC

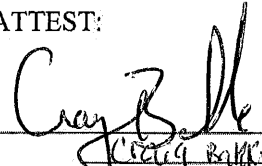


GRANTEE:

**SANITARY AND IMPROVEMENT DISTRICT NO. 237
OF SARPY COUNTY, NEBRASKA,**
a political subdivision of the State of Nebraska

By: 
Dean Ackles, Chairman

ATTEST:

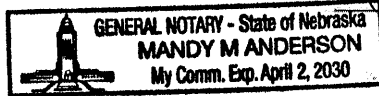

Craig Bakke Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 19 day of June, 2026, before me, a Notary Public in and for said County and State, personally came Dean Ackles, known to me to be the Chairman on behalf of Sanitary and Improvement District No. 237 of Sarpy County, Nebraska, a political subdivision of the State of Nebraska, to me personally known to be the identical persons whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his respective voluntary act and deed and the voluntary act and deed of said sanitary and improvement district.

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

Notary Seal:



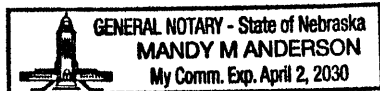

NOTARY PUBLIC

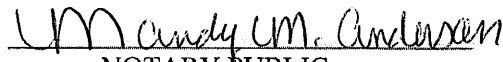
STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 19 day of June, 2026, before me, a Notary Public in and for said County and State, personally came Craig Bakke, known to me to be the Clerk on behalf of Sanitary and Improvement District No. 237 of Sarpy County, Nebraska, a political subdivision of the State of Nebraska, to me personally known to be the identical persons whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his respective voluntary act and deed and the voluntary act and deed of said sanitary and improvement district.

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

Notary Seal:




NOTARY PUBLIC

CITY OF LA VISTA

BY: _____

ATTEST:

City Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this _____ day of _____, 2026, before me, a Notary Public in and for said County and State, personally came _____, known to me to be the _____ on behalf of the City of La Vista, Nebraska, a municipal corporation of the State of Nebraska, to me personally known to be the identical persons whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his respective voluntary act and deed and the voluntary act and deed of said municipal corporation.

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

Notary Seal:

NOTARY PUBLIC

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

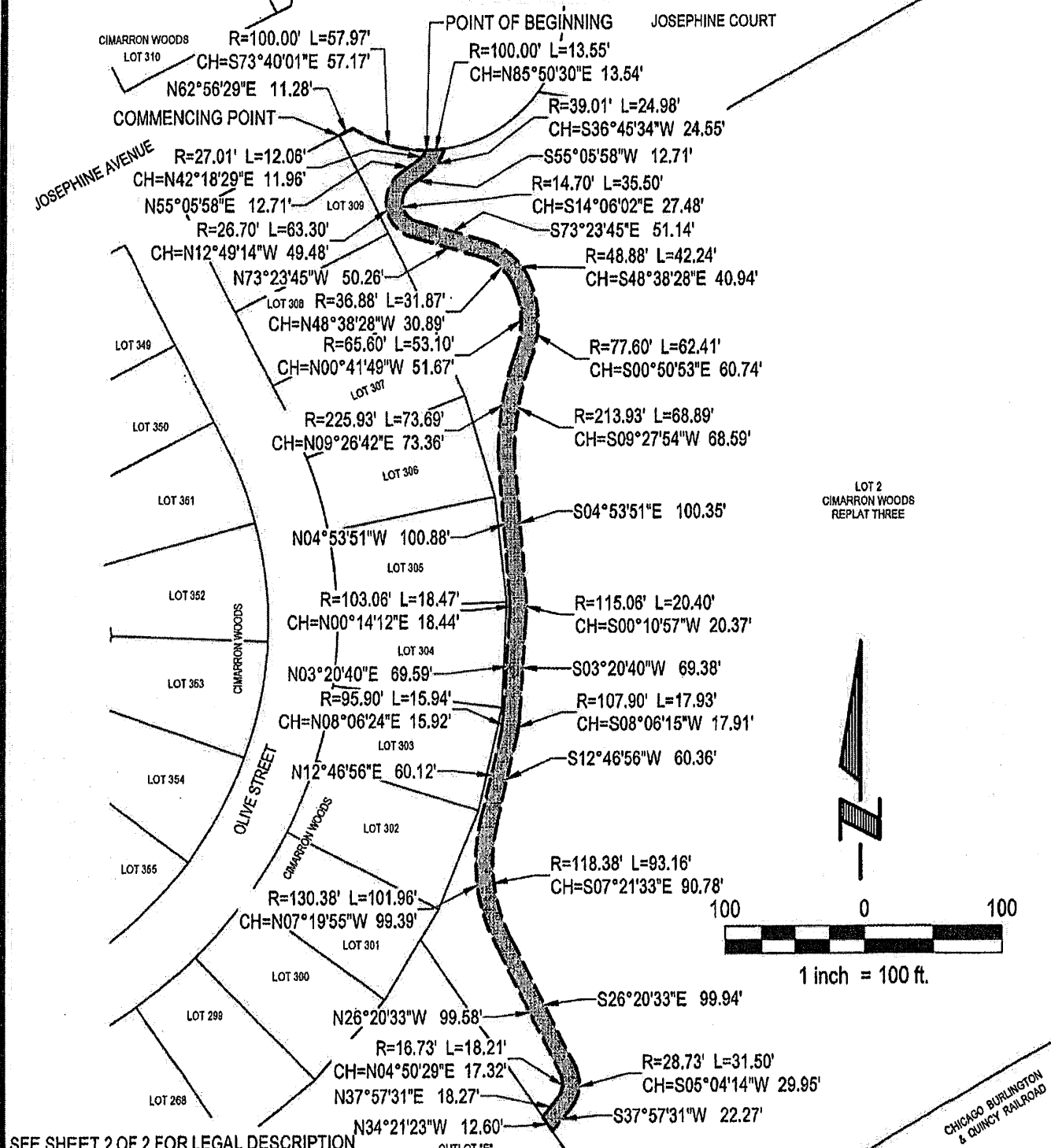
On this _____ day of _____, 2026, before me, a Notary Public in and for said County and State, personally came _____, known to me to be the _____ on behalf of the City of La Vista, Nebraska, a municipal corporation of the State of Nebraska, to me personally known to be the identical persons whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his respective voluntary act and deed and the voluntary act and deed of said municipal corporation.

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

Notary Seal:

NOTARY PUBLIC

EXHIBIT "A"



E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599

Job No.: P2002.153.027 Date: 07-21-2022
Drawn by: CJV Scale: 1" = 100' Sht: 1 of 2

TRAIL EASEMENT
PART OF LOT 2, CIMARRON
WOODS REPLAT THREE
SARPY COUNTY, NEBRASKA

EXHIBIT "A"


LEGAL DESCRIPTION

A TRAIL EASEMENT BEING PART OF LOT 2, CIMARRON WOODS REPLAT THREE, BEING A REPLAT OF ALL OF LOT 2, CIMARRON WOODS REPLAT TWO, A SUBDIVISION LOCATED IN THE NE1/4 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 8TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, CIMARRON WOODS REPLAT THREE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 309, CIMARRON WOODS, A SUBDIVISION LOCATED IN SAID SECTION 16, AND ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF JOSEPHINE AVENUE; THENCE ALONG THE NORTH LINE OF SAID LOT 2, CIMARRON WOODS REPLAT THREE, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF JOSEPHINE AVENUE ON THE FOLLOWING TWO (2) DESCRIBED COURSES; (1) THENCE N62°56'29"E (ASSUMED BEARING), A DISTANCE OF 11.28 FEET; (2) THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 100.00 FEET, A DISTANCE OF 57.97 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S73°40'01"E, A DISTANCE OF 57.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHEASTERLY ALONG SAID NORTH LINE OF LOT 2, CIMARRON WOODS REPLAT THREE, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF JOSEPHINE AVENUE ON A CURVE TO THE LEFT WITH A RADIUS OF 100.00 FEET, A DISTANCE OF 13.55 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N85°50'30"E, A DISTANCE OF 13.54 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 39.01 FEET, A DISTANCE OF 24.98 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S36°45'34"W, A DISTANCE OF 24.55 FEET; THENCE S55°05'58"W, A DISTANCE OF 12.71 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 14.70 FEET, A DISTANCE OF 35.50 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S14°06'02"E, A DISTANCE OF 27.48 FEET; THENCE S73°23'45"E, A DISTANCE OF 51.14 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 48.88 FEET, A DISTANCE OF 42.24 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S48°38'28"W, A DISTANCE OF 40.94 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 77.60 FEET, A DISTANCE OF 62.41 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S00°50'53"E, A DISTANCE OF 60.74 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 213.93 FEET, A DISTANCE OF 68.89 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S09°27'54"W, A DISTANCE OF 68.59 FEET; THENCE S04°53'51"E, A DISTANCE OF 100.35 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 115.06 FEET, A DISTANCE OF 20.40 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S00°10'57"W, A DISTANCE OF 20.37 FEET; THENCE S03°20'40"W, A DISTANCE OF 69.38 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 107.90 FEET, A DISTANCE OF 17.93 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S08°06'15"W, A DISTANCE OF 17.91 FEET; THENCE S12°46'56"W, A DISTANCE OF 60.36 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 118.38 FEET, A DISTANCE OF 93.16 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S07°21'33"E, A DISTANCE OF 90.78 FEET; THENCE S26°20'33"E, A DISTANCE OF 99.94 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 28.73 FEET, A DISTANCE OF 31.50 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S05°04'14"W, A DISTANCE OF 29.95 FEET; THENCE S37°57'31"W, A DISTANCE OF 22.27 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 2, CIMARRON WOODS REPLAT THREE, SAID POINT ALSO BEING ON THE EAST LINE OF OUTLOT "E", SAID CIMARRON WOODS; THENCE N34°21'23"W ALONG SAID WESTERLY LINE OF LOT 2, CIMARRON WOODS REPLAT THREE, SAID LINE ALSO BEING ON SAID EAST LINE OF OUTLOT "E", CIMARRON WOODS, A DISTANCE OF 12.60 FEET; THENCE N37°57'31"E, A DISTANCE OF 18.27 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 16.73 FEET, A DISTANCE OF 18.21 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N04°50'29"E, A DISTANCE OF 17.32 FEET; THENCE N26°20'33"W, A DISTANCE OF 99.58 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 130.38 FEET, A DISTANCE OF 101.98 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N07°19'55"W, A DISTANCE OF 99.39 FEET; THENCE N12°46'56"E, A DISTANCE OF 60.12 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 95.90 FEET, A DISTANCE OF 15.94 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N08°06'24"E, A DISTANCE OF 15.92 FEET; THENCE N03°20'40"E, A DISTANCE OF 69.59 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 103.06 FEET, A DISTANCE OF 18.47 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N00°14'12"E, A DISTANCE OF 18.44 FEET; THENCE N04°53'51"W, A DISTANCE OF 100.88 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 225.93 FEET, A DISTANCE OF 73.96 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N09°26'42"E, A DISTANCE OF 73.36 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 65.60 FEET, A DISTANCE OF 53.10 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N00°41'49"W, A DISTANCE OF 51.67 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 36.88 FEET, A DISTANCE OF 31.87 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N48°38'28"W, A DISTANCE OF 30.89 FEET; THENCE N73°23'45"W, A DISTANCE OF 50.26 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 26.70 FEET, A DISTANCE OF 63.30 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N12°46'14"W, A DISTANCE OF 49.48 FEET; THENCE N55°05'58"E, A DISTANCE OF 12.71 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 27.01 FEET, A DISTANCE OF 12.06 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N42°18'29"E, A DISTANCE OF 11.96 FEET TO POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 9,678 SQUARE FEET OR 0.222 ACRES, MORE OR LESS.

SEE SHEET 1 OF 2 FOR DRAWING

 E & A CONSULTING GROUP, INC. <i>Engineering Answers</i>	E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10809 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599		TRAIL EASEMENT PART OF LOT 2, CIMARRON WOODS REPLAT THREE SARPY COUNTY, NEBRASKA
	Job No.: P2002.153.027	Date: 07-21-2022	
	Drawn by: CJV	Scale: 1" = 100'	

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE RELEASE OF THE TRAIL EASEMENT DEPICTED ON THE ADMINISTRATIVE PLAT RECORDED AS INSTRUMENT NO. 2011-22565 AND AUTHORIZING THE EXECUTION AND RECORDING OF AN EASEMENT IN CONNECTION WITH A TRAIL CONSTRUCTED ON LOT 2 CIMARRON WOODS REPLAT THREE.

WHEREAS, The Administrative Plat for Cimarron Woods Replat Three recorded as Instrument No. 2011-22565 included a trail easement for a planned trail connection for public access; and

WHEREAS, When the trail was constructed, it was not constructed fully within the existing and dedicated trail easement; and

WHEREAS, The property owner, Pedcore Investments, and Sanitary Improvement District No. 237 desire to release the existing trail easement recorded with the plat and dedicate a new public access trail easement that accurately reflects the placement of the trail; and

WHEREAS, The City Engineer and Senior City Planner have reviewed and are amenable to the request to release the existing trail easement and dedicate the new trail easement; and

WHEREAS, a proposed Easement is presented with this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the release of the trail easement depicted on the Administrative Plat recorded as Instrument No. 2011-22565; and

BE IT FURTHER RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the execution and recording of the new trail easement for Lot 2 Cimarron Woods Replat Three as presented; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute the Easement and to take all other actions as he determines necessary or appropriate to carry out this Resolution or the Easement.

PASSED AND APPROVED THIS 7TH DAY OF JULY 2026.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl
City Clerk



**City of La Vista
Mayor and City Council Report
July 7, 2026 Agenda**

Item: L

Subject:	Type:	Submitted By:
Resolution - Authorize Waiver of Parking Fees for Upcoming Event	Resolution	Mitch Beaumont, Communications & Marketing Manager

Synopsis

A resolution has been prepared authorizing waiver of parking fees for Garage #2 and the surface parking lot on Monday, August 10, 2026.

Fiscal Impact

N/A.

Recommendation

Approval.

Background

Papillion La Vista Community Schools is hosting its Welcome Back event for all district staff at The Astro on Monday, August 10 and has requested a waiver of the parking fees for this indoor and outdoor event.

Since the school district is a public entity that has already invested significant resources to secure the venue, staff recommends waiving the parking fees, which would be minimal for a daytime event if they had rented the garage.

Attachments

1. Resolution - Authorize Waiver of Parking Fees - PLV event

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE WAIVER OF PARKING FEES FOR GARAGE #2 AND THE SURFACE PARKING LOT ON AUGUST 10, 2026.

WHEREAS, on August 10, 2026 Papillion La Vista Community Schools is hosting its Welcome Back event for all district staff; and

WHEREAS, the Mayor and City Council have established fees for use of the parking garage and surface parking lot; and;

WHEREAS, it is the desire of the Mayor and City Council to waive the established parking fees for this event.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that parking fees for Garage #2 and the surface parking lot will be waived on August 10, 2026 for the Papillion La Vista Community Schools event being held at the Astro Theater.

PASSED AND APPROVED THIS 7TH DAY OF JULY 2026.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Rachel D. Carl, CMC
City Clerk



City of La Vista
Mayor and City Council Report
July 7, 2026 Agenda

Item: M

Subject:	Type:	Submitted By:
Resolution - Authorize Request for Proposals - Professional Services for the Construction of the La Vista Sports Complex Baseball Field	Resolution	Jason Allen, Park Superintendent, Courtney Ruffcorn, Grant Writer/Purchasing Specialist

Synopsis

A resolution has been prepared authorizing the issuance of a Request for Proposals for infield construction, concrete walkways, and fence installation of a baseball field at the La Vista Sports Complex located at 7346 S. 66th Street.

Fiscal Impact

The funding for this project will be requested as part of the FY27/FY28 budget.

Recommendation

Approval.

Background

This project will add a baseball field to the west of Baseball field #2 at La Vista Sports Complex.

Attachments

1. Resolution - Authorize RFP for La Vista Sports Complex Baseball Field
2. 026_BaseballRFP_CoLV

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE REQUEST FOR PROPOSALS FOR THE CONSTRUCTION OF THE LA VISTA SPORTS COMPLEX BASEBALL FIELD.

WHEREAS, the Mayor and Council have determined that professional services for the construction of the La Vista Sports Complex Baseball field are necessary; and

WHEREAS, Funding will be included in the FY27/FY28 budget for the proposed project; and

WHEREAS, proposals will be due August 31, 2026, with the anticipated approval of selected vendor by the City Council on September 15, 2026, subject to the discretion of the City;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the request for proposals for the construction of the La Vista Sports Complex Baseball Field.

PASSED AND APPROVED THIS 7TH DAY OF JULY 2026.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

City of La Vista, Nebraska



**REQUEST FOR PROPOSALS FOR
PROFESSIONAL SERVICES FOR THE CONSTRUCTION
OF THE LA VISTA SPORTS COMPLEX BASEBALL FIELD**

ISSUE DATE: July 15th, 2026

SUBMISSIONS DUE: August 31, 10:00 AM CST*

*Late Proposals Will Be Rejected

REPLY TO:

Rachel D. Carl
City Clerk

8116 Park View Blvd. La Vista, NE 68128
RCarl@CityofLaVista.org 402.331.4343

**City of La Vista, Nebraska Request for Proposals for
PROFESSIONAL SERVICES FOR THE CONSTRUCTION
OF THE LA VISTA SPORTS COMPLEX BASEBALL FIELD**

Published: July 15th, 2026

Deadline for Questions: August 7th, 2026 5:00 PM Questions and/or requests for clarifications submitted after said day may not be reviewed and/or responded to.

Deadline for Submission of Proposals: August 31st, 2026 10:00 am (CST)

Public Opening: August 31st, 2026 10:00 am (CST) | Harold “Andy” Anderson Council Chamber at La Vista City Hall 8116 Park View Blvd. La Vista, NE 68128

Contract Award: If a contract is selected, approval by City of La Vista City Council is anticipated to take place at the September 15, 2026 City Council meeting

Proposal Submission

Sealed proposals will be received until 10:00 AM (CST) on August 31st, 2026, at the La Vista City Hall, 8116 Park View Blvd., La Vista, Nebraska, 68128. Proposals received after this time will not be accepted.

Proposal submittals should be addressed as follows:

City of La Vista – Sealed Proposal for La Vista Sports Complex Baseball Field

Attn: Rachel D. Carl, City Clerk
8116 Park View Blvd.
La Vista, NE 68128-2198

It should be noted that all information submitted to the City is subject to the open records laws of the State of Nebraska. Proprietary information must be appropriately marked. The City of La Vista reserves the right to disqualify incomplete proposals, waive minor defects in proposals, waive formalities or irregularities, request additional information from any respondent, change or modify the scope of the project, negotiate terms with one or more of the respondents, reject any or all proposals, and/or take any steps it deems necessary to act in the City’s best interest, without penalty.

Purpose:

The City of La Vista, Nebraska is soliciting proposals for infield construction, concrete walkways, and fence installation of a baseball field at the La Vista Sports Complex located at 7346 S. 66th Street.

Scope of Work:

Infield Construction

- Core out 4" of soil
- Install and laser grade 4" of Red Ball Diamond Aggregate+
- Install 4" drain line along dugouts and backstop
- Install new home plate, three removable pitching rubbers, and three sets of base anchors
- Provide 1 set of bases

2,500 sqft Concrete Walkways:

- Core out 4" and prepare for concrete
- Pour 4" concrete walkways

Fencing:

- Provide and install 20' of galvanized fence from dugout to dugout
- Provide and install 10' of galvanized fence on 4 sides for dugouts
- Provide and install 8' of galvanized fence 30' beyond dugout ends

Existing fencing will be removed by the City before the project start date.

The below diagram is for reference only.



Project Schedule:

All firms submitting proposals must be prepared to initiate work on this project with a construction start date on or about October 1, 2026. Construction is estimated to be completed by March 31st, 2027.

Proposal Requirements:

To facilitate review of the project proposals by the City of La Vista, the following information must be included in the proposal in the order listed:

- A cover letter signed and dated by authorized agent on company letterhead.
- The name, qualifications, experience, and availability of any staff or subcontractors that will work on the installation.
- Minimum of three (3) references from similar completed projects with contact information.
- Provide proof of professional liability insurance meeting the following requirements:
 - **General Liability**
Limits of at least:
\$1,000,000 Per Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury
 - Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
 - General Aggregate to apply on a Per Project Basis
 - Owner/general contractor shall be named as Additional Insured on a primary and non-contributory basis.
 - Contractor to waive its rights of recovery. Insurer shall endorse the policy to waive subrogation against the city and its respective agents, officers, directors and employees
 - Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
 - **Automobile Liability**
Limits of at least:
\$1,000,000 CSL Per Accident
 - Coverage shall apply to all Owned, Hired, and Non-Owned Autos.
 - Contractor agrees to waive its rights of recovery. Insurer shall endorse the policy to waive subrogation against the City and its respective agents, officers, directors and employees

- **Workers Compensation**

Limits: Statutory coverage for the state where the project is located (Nebraska)

Employers Liability Limits:

\$500,000 Each Accident

\$500,000 Disease – Per Person

\$500,000 Disease – Policy Limit

- Contractual agrees to waive its rights of recovery. Insurer shall endorse the policy to waive subrogation against the City and its respective agents, officers, directors, and employees

- **Workers Compensation**

Limits of at least:

\$2,000,000 Per Occurrence

- Policy shall provide liability coverage over the specified Workers Compensation/Employers Liability, Commercial General Liability and Auto Liability.
 - Policy shall be Primary/Noncontributory coverage over the specified Commercial General Liability and Auto Liability policies.
 - Contractor agrees to waive its rights of recovery. Insurer shall endorse the policy to waive subrogation against the City and its respective agents, officers, directors and employees
-
- Provide the fees and time estimates for performing the services requested in the scope of work in Attachment A. Fees must be stated as a total not-to-exceed fee for the services requested. Any modification recommendations to the scope must be described in your submission with notes of fee differentials that the modification may cause. The City reserves the right to reject or accept any modification recommendations received.
 - Submit five (5) copies of your proposal to the City Clerk’s Office located at 8116 Park View Boulevard, La Vista, NE 68128 no later than **10:00 AM (CST), August 31st, 2026**. No exceptions to this deadline will be given. Please provide the required copies of your proposal in an envelope or other sealed container clearly marked on the exterior as containing “Sealed Proposal for La Vista Sports Complex Baseball Field”

Due to the nature of the services sought, evaluation of proposals will in large part be subjective. Award of a contract will be based on a number of factors and may or may not be on the basis of lowest cost to the City. The City reserves the right to accept any proposal in whole or in part and to reject any and all proposals, to waive irregularities, and to negotiate and revise terms with proposers without notice to other proposers.

Selection Criteria:

Proposals will be reviewed, evaluated, and ranked by an internal review committee. The review committee will evaluate and score the proposals to determine the consultant best qualified for the project. Negotiations will be held with the top ranked consultant to establish a fee for the project. In the event an agreement is not reached, then negotiations will take place with other consultants in the order of ranking if needed. Negotiations are anticipated to occur during September of 2026. The selection criteria, including their relative importance are:

Criteria	Point Range
1. Ability and experience of professional personnel and staff	0-25
2. Past performance for La Vista or other agencies	0-25
3. Adequate staff to perform the work and ability to meet time requirements	0-25
4. Project Cost <i>Lowest Cost: 25 points</i> <i>All Remaining Bidders: (lowest cost submitted)/(cost submitted) x (25) = cost points to award</i>	0-25
<i>Total Points</i>	<i>(Maximum 100)</i>

Protocol:

Proposals must be at the City Clerk’s Office located at 8116 Park View Boulevard, La Vista, NE 68128 no later than **10:00 am (CST), August 31st, 2026**. No exceptions to this deadline will be given. Please provide the required copies of your proposal in an envelope or other sealed container clearly marked on the exterior as containing “Sealed Proposal for La Vista Sports Complex Baseball Field”. A public Opening will be held on August 31st, 2026 at 10:00 am (CST) in the Harold “Andy” Anderson Council Chamber at La Vista City Hall 8116 Park View Blvd. La Vista, NE 68128.

Firms interested in submitting proposals should contact Rachel Carl, City of La Vista City Clerk at RCarl@cityoflavista.org with any questions regarding the project. The deadline for questions is August 7th, 2026 at 5:00 PM. Questions and/or requests for clarifications submitted after this time may not be reviewed or responded to.

Proposals must remain firm for sixty (60) days from the proposal due date. City of La Vista reserves the right to refuse any or all proposals and to waive technicalities in order to accept proposals that may be in the best interest of the City of La Vista, at its sole discretion.

The consultant, with regard to the services performed by it during the project shall not discriminate on the grounds of race, color, national origin, sex, age and disability/handicap including selection of sub-consultants.

End of RFP

Attachment A

Project Tasks:	Cost Estimate (not to exceed price)	Days to Complete
Infield Construction		
<i>Core out 4" of soil</i>	\$	
<i>Install and laser grade 4" of Red Ball Diamond Aggregate+</i>	\$	
<i>Install 4" drain line along dugouts and backstop</i>	\$	
<i>Install new home plate, three removable pitching rubbers, and three sets of base anchors</i>	\$	
<i>Provide 1 set of bases</i>	\$	
Total for Section:	\$	
Concrete Walkways:		
<i>Core out 4" and prepare for concrete</i>	\$	
<i>Pour 4" concrete walkways</i>	\$	
Total for Section:	\$	
Fencing:		
<i>Provide and install 20' of galvanized fence from dugout to dugout</i>	\$	
<i>Provide and install 10' of galvanized fence on 4 sides for dugouts</i>	\$	
<i>Provide and install 8' of galvanized fence 30' beyond dugout ends</i>	\$	
Total for Section:	\$	
Total for Project:	\$	
Notes:		